



**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

INVITATION FOR BIDS

CV Link Cable Railing Project

CV-2027-IFB-01

**ISSUE DATE: September 10, 2026
BIDS DUE: October 8, 2026
TIME: 1:00 PM (PDT)**

Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

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1. Notice Inviting Bids

The Coachella Valley Association of Governments ("CVAG"), a California joint powers authority, invites sealed bids from qualified contractors for the construction of **CV Link Cable Railing Project** ("Project"). Bids shall be submitted in accordance with this Invitation for Bids ("IFB") and the Bidding Documents issued by CVAG for the project.

Sealed Bids will be received until **1:00 PM (PDT) on Thursday, October 8, 2026**, at the offices of the Coachella Valley Association of Governments, **74-199 El Paseo, Suite 100, Palm Desert, California 92260**. Bids received after the stated deadline will not be accepted.

The Work generally consists of **cable railing installation along the CV Link at Adams Street, with unit pricing for potential additional cable railing installation of up to 1,000 linear feet per Additive Alternate Bid Items at other CV Link locations as described in the Bidding Documents**, including furnishing all labor, materials, equipment, tools, transportation, supervision, permits, and incidentals necessary to complete the Project in accordance with the Bidding Documents.

The initial Adams Street Work shall be completed within **60 CALENDAR DAYS** after the date established in the Notice to Proceed. The total Contract term shall be **365 CALENDAR DAYS** from the Notice to Proceed. Any additional Work authorized by CVAG through **Task Order** shall be completed within the timeframe specified in the applicable Task Order.

Liquidated damages in the amount of **\$3,600 PER CALENDAR DAY** will be assessed for each day completion is delayed beyond the applicable Contract Time, as provided in the Bidding Documents.

At the time of Bid submission and throughout performance of the Contract, the Contractor shall possess a valid California Contractor's License, Classification **(C-13 – Fencing Contractor)** except that, if federal funds are involved and Public Contract Code Section 20103.5 applies, the Contractor shall possess the required license at the time the Contract is awarded and throughout performance of the Contract.

This Project is subject to the payment of prevailing wages in accordance with the California Labor Code. Contractors and Subcontractors performing Work on the Project shall comply with all applicable Department of Industrial Relations registration and public works requirements.

Each Bid shall be accompanied by bid security in the form and amount required by the Bidding Documents.

The Bidding Documents may be obtained from CVAG's website at <https://cvag.org/proposals/>. Bidders are responsible for obtaining and reviewing all Bidding Documents and Addenda and for monitoring the identified location for updates.

A Non-Mandatory Pre-bid Conference will be held on **September 23, 2026 at 2:00 PM** via Microsoft Teams. Interested bidders may join the conference using the link below:

Microsoft Teams Meeting:

<https://teams.microsoft.com/meet/249453911383128?p=eVBsrYtN9yCm2taCoi>

Meeting ID: 249 453 911 383 128

Passcode: tP6z9xL3

No oral statement, explanation, interpretation, or other communication by CVAG, its employees, consultants, or representatives, during the pre-bid conference or otherwise, shall modify the IFB or the Contract Documents. Only a written addendum issued by CVAG shall be binding.

CVAG reserves the right to reject any or all Bids, waive minor irregularities or informalities, and award the Contract in the manner determined by CVAG to be in its best interest, as permitted by applicable law.

1.1 Procurement Schedule

The following procurement schedule is provided for informational purposes only. CVAG reserves the right to modify the schedule at any time. Any changes to the procurement schedule will be communicated through an addendum or other written notice, as applicable. The Public Bid Opening will be held at the offices of the Coachella Valley Association of Governments, 74-199 El Paseo, Suite 100, Palm Desert, California 92260.

Procurement Milestone	Date / Time
Invitation for Bids issued	9/10/2026
Pre-bid Conference (non-mandatory)	9/23/2026 2:00 PM
Deadline for questions	9/25/2026 2:00 PM
Final addendum issued (if applicable)	9/28/2026
Bid due date and Public Bid Opening	10/8/2026 1:00 PM
Contract award (anticipated)	11/30/2026
Notice to proceed (anticipated)	1/4/2027

1.2 Procurement Contact

All communications regarding this Invitation for Bids (“IFB”) shall be directed to the Procurement Contact identified below. Bidders shall not contact other CVAG employees, consultants, Board members, committee members, or representatives regarding this solicitation except as expressly authorized by this IFB.

Questions, requests for clarification, and other communications concerning the IFB or Bidding Documents shall be submitted in writing to the Procurement Contact by the deadline identified in Section 1.1, Procurement Schedule. Communications submitted to any other person may not be considered.

Responses that clarify, revise, or modify the IFB or Contract Documents will be issued only by written Addendum. Oral statements, explanations, or interpretations shall not be binding on CVAG.

Procurement Contact

Name: Allen McMillen

Title: Contracts Analyst II

Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

Email: Procurement@cvag.org

2. Project Information

This Section provides general information regarding the Project and is intended to assist Bidders in understanding the nature, location, objectives, and principal requirements of the Work. Bidders remain responsible for reviewing the complete Bidding Documents and conducting the investigations necessary to prepare a complete and responsive Bid.

The information contained in this Section supplements, but does not replace or supersede, the requirements of the Bidding Documents.

2.1 Background

CV Link is a 40-mile regional transportation corridor and recreation pathway that provides a route for walking, running, bicycling, and low-speed electric vehicles such as golf carts. Construction of CV Link was completed in segments, with portions of the facility opening as they were completed. The full CV Link corridor was open to the public as of November 2025.

Following opening, CVAG received user feedback regarding portions of the pathway adjacent to channel slopes. In response, CVAG identified an opportunity to enhance user comfort and provide additional separation from adjacent slopes through the installation of cable railing at selected locations.

The Adams Street undercrossing in La Quinta has been identified as the highest priority location. Approximately 450 linear feet of cable railing will be installed at this location and is required to be completed within **60 CALENDAR DAYS** from the Notice to Proceed. Additional locations may be identified during the Contract term as similar needs arise along the CV Link. The total Contract time shall be **365 CALENDAR DAYS** from Notice to Proceed.

The Project will be funded with regional Measure A funds and is not anticipated to include State or Federal funding.

2.2 Project Description

The Project includes installation of approximately 450 linear feet of cable railing along the existing CV Link pathway at the Adams Street undercrossing in La Quinta.

The Project also includes potential additional cable railing installation at other CV Link locations that may be identified by CVAG during the Contract term. Such additional work, if authorized, will be issued by Task Order identifying the applicable location, limits of work, railing configuration, quantity, requested completion deadline, and completion requirements.

The Bid Schedule includes Additive Alternate Bid Items to establish unit pricing for multiple cable railing configurations for the potential additional work. The applicable configuration of cable railing to be constructed at locations in addition to Adams Street for each Task Order will be identified by CVAG in accordance with the Contract Documents.

The Project includes all associated work necessary to provide complete cable railing installations in accordance with the Contract Documents.

2.3 Scope of Work

The Contractor shall furnish and install cable railing for the Adams Street location and for any additional cable railing locations authorized by Task Order, in accordance with the Contract Documents. The Contractor shall furnish all labor, materials, tools, equipment, supervision, transportation, permits required to be obtained by the Contractor, testing, temporary facilities, traffic control, detours, coordination, cleanup, restoration, and all other incidentals necessary to complete the Work.

The Contractor shall field verify existing conditions and dimensions as required by the Contract Documents prior to fabrication and installation and shall protect existing CV Link improvements and adjacent facilities from damage.

The Contractor shall perform the Work in a manner that minimizes impacts to CV Link operations and users and ensures a safe work zone. At no time shall the Contractor close the CV Link. Partial width closures of the CV Link will be allowed during work hours, and the CV Link shall be fully open to traffic outside work hours. Temporary traffic control shall comply with the requirement of the California MUTCD. The cost to provide and maintain the temporary traffic control, detours, signage, barricades, and traffic-control measures required by the Contract Documents shall be incidental to the items of work and no additional compensation shall be made.

2.4 Existing Conditions Photographs

Existing conditions at the Project site are illustrated in **Appendix F**, Existing Conditions Photographs. The photographs are provided for informational and reference purposes only and are not intended to depict all conditions that may affect the Work.

Bidders remain responsible for examining the Project site, verifying existing conditions, and obtaining all information necessary to prepare their Bid and perform the Work in accordance with the Bidding Documents.

3. Instructions to Bidders

3.1 Bidder Responsibilities

Bidders are solely responsible for carefully examining and complying with all requirements of this Invitation for Bids (“IFB”) and the Bidding Documents. Submission of a Bid constitutes the Bidder's representation that it has reviewed the Bidding Documents and has satisfied itself as to the requirements for performing the Work.

Each Bidder is responsible for obtaining all information necessary to prepare and submit a complete and responsive Bid, including reviewing and acknowledging all addenda issued by CVAG, as required. Failure to examine the Bidding Documents or obtain clarification of any ambiguity, inconsistency, or omission shall not relieve the successful Bidder from performing the Work in accordance with the Bidding Documents.

Bidders shall promptly notify CVAG in writing of any ambiguity, discrepancy, error, or omission discovered in the IFB or Bidding Documents. CVAG will determine whether clarification is required and, if necessary, will issue a written addendum in accordance with Section 3.5.

Bidders are responsible for timely requesting clarification of any matter they believe to be ambiguous, inconsistent, or erroneous. A Bidder's failure to request clarification before the Bid Due Date shall not serve as a basis for a protest or claim arising from information contained in the IFB or Bidding Documents.

CVAG assumes no responsibility for any interpretations, assumptions, or conclusions made by a Bidder based on information obtained from sources other than the Bidding Documents or written addenda issued by CVAG.

3.2 Examination of Bidding Documents

Bidders shall carefully examine the complete Bidding Documents, including this IFB, the Plans/Reference Drawings, Specifications, addenda, and all other documents incorporated by reference, before submitting a Bid.

If a Bidder discovers any ambiguity, discrepancy, inconsistency, error, or omission in the Bidding Documents, the Bidder shall promptly submit a written request for clarification in accordance with Section 3.4.

CVAG shall not be bound by any oral interpretation or explanation of the Bidding Documents. Any interpretation, correction, or modification shall be made only by written addendum issued by CVAG.

3.3 Site Investigation

Bidders are encouraged to visit the Project site and become familiar with the existing conditions that may affect the preparation of their Bid or the performance of the Work. Bidders shall notify **Allen McMillen, Contracts Analyst II**, at procurement@cvag.org at least twenty-four (24) hours prior to conducting a site visit. Site visits will be self-guided, and CVAG staff will not accompany prospective bidders. Vehicles are not permitted on the CV Link. Bidders are responsible for conducting such investigations as they deem necessary to evaluate the conditions that may be encountered in performing the Work.

Submission of a Bid constitutes the Bidder's representation that it has satisfied itself, by personal examination or other investigation, regarding the nature and location of the Work, the general and local conditions affecting the Project, and all other matters that may affect the cost, time, or performance of the Work.

The successful Bidder shall not be entitled to additional compensation or an extension of time based upon conditions that were reasonably observable or could have been discovered through a reasonable site investigation prior to the Bid Due Date.

3.4 Requests for Information and Interpretation

Bidders shall promptly notify CVAG of any ambiguity, discrepancy, inconsistency, error, or omission discovered in the IFB or Bidding Documents. Requests for interpretation or clarification shall be submitted in writing to the Procurement Contact identified in Section 1.2 no later than the deadline specified in Section 1.1, Procurement Schedule.

CVAG will review all timely requests and, when appropriate, issue clarifications, interpretations, or revisions by written addendum. CVAG reserves the right to determine whether a response to a request requires the issuance of an addendum.

Interpretations, corrections, or changes to the IFB or Bidding Documents shall be made only by written addendum issued by CVAG. Oral statements, explanations, or interpretations by CVAG employees, consultants, or representatives shall not modify the IFB or Bidding Documents and shall not be relied upon by Bidders.

Failure of a Bidder to request clarification of any ambiguity, discrepancy, inconsistency, error, or omission prior to the Bid Due Date shall not relieve the successful Bidder of its obligation to perform the Work in accordance with the Bidding Documents.

3.5 Addenda

CVAG reserves the right to revise, clarify, or modify this IFB and the Bidding Documents by written addendum at any time prior to the Bid Due Date.

Addenda will be made available through the location identified in the Notice Inviting Bids or by other means determined by CVAG. It is the sole responsibility of each Bidder to obtain and review all addenda issued by CVAG prior to submitting a Bid.

Each Bidder shall acknowledge receipt of all addenda in the manner prescribed in the Bid Forms. Failure to acknowledge receipt of any material addendum may result in the Bid being deemed non-responsive.

No oral statement, explanation, interpretation, or other communication by CVAG, its employees, consultants, or representatives shall modify the IFB or the Contract Documents. Only a written addendum issued by CVAG shall be binding.

3.6 Bid Preparation Requirements

Bids shall be prepared using the forms provided in this IFB and any additional documents or attachments expressly required or permitted by the Bidding Documents. Where additional space or information is needed, a Bidder may include supplemental schedules, sheets, or other attachments, provided they are clearly identified, responsive to the applicable requirement, and consistent with the Bid Forms and Bidding Documents. All required information shall be complete, legible, and submitted in the manner specified in this IFB. All prices and notations shall be entered clearly and accurately. Any corrections or changes to a Bid shall be initialed by the person signing the Bid.

The Bid shall include all information, certifications, acknowledgments, and other documents required by this IFB. Failure to submit a complete Bid, including all required forms and supporting documentation, may result in the Bid being deemed non-responsive.

Unless otherwise specified in the IFB, all Bid prices shall be stated in U.S. dollars. Bid prices shall include all labor, materials, equipment, taxes, overhead, profit, transportation, permits, fees, and all other costs necessary to complete the Work in accordance with the Bidding Documents.

Bidders shall not modify the Bid Forms or qualify their Bid unless expressly permitted by this IFB. A Bid containing unauthorized conditions, limitations, exclusions, or qualifications may be rejected as non-responsive.

3.7 Bid Submission

Bids shall be submitted on the forms provided in this IFB and shall be delivered in a sealed envelope to the offices of the Coachella Valley Association of Governments, 74-199 El Paseo, Suite 100, Palm Desert, California 92260 no later than the Bid Due Date and time specified in Section 1.1, Procurement Schedule.

The outside of the sealed envelope shall be clearly marked with the Project Name, IFB Number, and the Bidder's name and address. CVAG is not responsible for bids that are improperly identified or delivered to an incorrect location.

Bids received after the date and time established for receipt of bids will be returned unopened and will not be considered, unless otherwise required by applicable law.

Bidders are solely responsible for ensuring that their Bid is received by CVAG at the designated location before the deadline for submission. Postmarks, shipping dates, or evidence of transmission shall not be accepted as proof of timely delivery.

3.8 Bid Security

Each Bid shall be accompanied by bid security in an amount not less than ten percent (10%) of the Total Base Bid. Bid security shall be in the form of cash, a cashier's check, a certified check, or a Bid Bond executed by a surety authorized to conduct business in the State of California and made payable to the Coachella Valley Association of Governments (CVAG).

The bid security shall be made payable to the Coachella Valley Association of Governments (CVAG) and shall serve as a guarantee that the Bidder, if awarded the Contract, will execute the Contract and furnish all required bonds, insurance, and other required documents within the time specified by CVAG.

Failure to submit the required bid security in the proper amount and form may result in the Bid being deemed non-responsive.

The bid security of the successful Bidder will be retained until the Contract has been fully executed and all required bonds, insurance, and other required documents have been submitted and approved. Bid security submitted by unsuccessful Bidders will be returned in accordance with applicable law.

3.9 CARB Off-Road Diesel Compliance

If the Bidder or any listed Subcontractor will own, operate, or use vehicles subject to the California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Regulation in performance of the Work, the Bidder shall submit a current, valid Certificate of Reported Compliance issued by CARB for each applicable fleet as required by applicable law.

A Bidder or listed Subcontractor that is not subject to the Regulation is not required to submit a Certificate of Reported Compliance.

CVAG will not award the Contract to a Bidder using an applicable fleet for which a valid Certificate of Reported Compliance has not been provided.

3.10 Modification or Withdrawal of Bids

A Bid may be modified or withdrawn by the Bidder at any time prior to the Bid Due Date and time specified in Section 1.1, Procurement Schedule. Any modification or withdrawal shall be submitted in writing by an authorized representative of the Bidder and received by CVAG prior to the deadline for receipt of Bids.

A Bid withdrawn before the Bid Due Date may be resubmitted, provided it is received by CVAG before the deadline for receipt of Bids and otherwise complies with the requirements of this IFB.

By submitting a Bid, the Bidder agrees that its Bid shall remain irrevocable and valid for acceptance by CVAG for a period of **One Hundred Twenty (120) CALENDAR DAYS** following the Bid Opening, except as otherwise provided by applicable law.

3.11 Public Bid Opening

Bids received by the deadline specified in the Notice Inviting Bids will be publicly opened at the time and location identified in Section 1.1, Procurement Schedule.

At the public bid opening, CVAG will identify each Bidder and announce the Total Base Bid or such other information as CVAG determines appropriate. The public bid opening is for the purpose of opening and reading bids and does not constitute acceptance of any Bid or determination that a Bid is responsive or that a Bidder is responsible.

Following the public bid opening, CVAG will review all Bids for responsiveness and determine the apparent lowest responsive and responsible Bidder in accordance with the requirements of this IFB and applicable law.

3.12 Evaluation of Bids

Following the public bid opening, CVAG will review all Bids to determine whether each Bid is responsive to the requirements of this IFB and whether the Bidder is responsible in accordance with this IFB and applicable law.

In evaluating Bids, CVAG may consider, among other factors, the completeness of the Bid, compliance with the requirements of the IFB, the Bidder's qualifications, experience, financial capability, licensing, past performance, ability to perform the Work, and any other factors permitted by applicable law.

CVAG reserves the right to request clarification of any Bid or supporting documentation. Requests for clarification shall not provide a Bidder with an opportunity to correct, supplement, or materially modify its Bid after the Bid Due Date.

For purposes of determining the apparent lowest responsive and responsible Bidder, CVAG will evaluate Bids based on the Total Base Bid only. Pricing submitted for Additional Work is required but will not be included in determining the apparent low Bidder.

Following completion of its evaluation, CVAG will identify the apparent lowest responsive and responsible Bidder and proceed with the award process in accordance with this IFB and applicable law.

3.13 Award of Contract

Following completion of the bid evaluation, CVAG intends to award the Contract to the lowest responsive and responsible Bidder based on the Total Base Bid, in accordance with this IFB and applicable law.

The successful Bidder will receive a Notice of Award from CVAG. **Within ten (10) CALENDAR DAYS** after receipt of the Notice of Award, the successful Bidder shall execute the Contract and

submit all required documents, including Performance Bond, Payment Bond, certificates of insurance, endorsements, and any other documents required by the Bidding Documents.

If the successful Bidder fails or refuses to execute the Contract or provide the required documents within the prescribed time, CVAG may declare the Bidder in default, retain the Bid security as permitted by law, and award the Contract to the next lowest responsive and responsible Bidder or take any other action authorized by law.

Nothing in this IFB obligates CVAG to award a Contract, and CVAG reserves the right to reject any or all Bids, waive minor irregularities as permitted by law, or cancel the solicitation at any time prior to execution of the Contract.

3.14 Reservation of Rights

CVAG reserves the right to exercise any right or discretion permitted by applicable law, including, but not limited to, the right to:

- a. Reject any or all Bids;
- b. Waive minor informalities, irregularities, or immaterial defects in any Bid;
- c. Request clarification of any Bid or supporting documentation, provided such clarification does not result in a material modification of the Bid;
- d. Determine the responsiveness of any Bid and the responsibility of any Bidder;
- e. Reject the Bid of any Bidder determined to be non-responsive, non-responsible, debarred, suspended, or otherwise ineligible to contract for public works under applicable law;
- f. Cancel this IFB or reissue the solicitation at any time prior to execution of the Contract;
- g. Issue addenda to this IFB in accordance with Section 3.5;
- h. Award the Contract in accordance with this IFB and applicable law; and
- i. Take any other action authorized by applicable law that is determined to be in the best interest of CVAG.

3.15 Bid Protest Procedures

Any Bidder that submitted a Bid may file a written protest regarding the proposed award of the Contract. Written protests shall be filed with the Executive Director within five (5) workdays after posting of the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted.

The written protest shall clearly identify the factual and legal grounds for the protest, explain how the alleged error affected the protester's eligibility for or entitlement to award, and include all supporting documentation upon which the protest is based. Any grounds not raised in the written protest shall be deemed waived.

Upon receipt of a timely protest, the Executive Director, in consultation with legal counsel and the Project Manager or Project Representative, will review the protest and determine whether it establishes sufficient grounds under this IFB. CVAG may request additional information from the protesting Bidder or other affected parties as necessary to complete its review.

The Executive Director will issue a written determination to the protesting Bidder. The Executive Director's determination shall be final.

The filing of a bid protest shall not automatically delay the award of the Contract. CVAG reserves the right to proceed with the award of the Contract as permitted by applicable law when it determines that doing so is in the best interest of CVAG.

3.16 Errors and Informalities

CVAG reserves the right to waive any minor informality, irregularity, or immaterial defect in a Bid when such waiver is determined to be in the best interest of CVAG and is permitted by applicable law.

A Bid containing a material irregularity, omission, or deviation from the requirements of this IFB may be determined to be non-responsive and rejected.

If a discrepancy exists between a written amount and a numerical amount, or if an extension of unit prices is mathematically incorrect, CVAG may correct the error in accordance with the Bidder's evident intent, the requirements of this IFB, and applicable law.

The apparent low Bidder will be requested to acknowledge any mathematical correction made by CVAG. Such acknowledgment shall not constitute an opportunity to modify or withdraw the Bid except as otherwise permitted by applicable law.

CVAG's determination regarding the materiality of any irregularity, omission, discrepancy, or informality shall be final, subject to applicable law.

4. Bid Forms

4.1 General Requirements

To be considered responsive, each Bid shall include all forms, certifications, acknowledgments, and other documents required by this IFB. All forms shall be completed in their entirety, executed by an individual authorized to bind the Bidder, and submitted with the Bid unless otherwise specified.

A Bidder shall enter "Not Applicable" or "N/A" in any field that does not apply and shall not leave a required field blank.

Failure to submit any required Bid Form or certification may result in the Bid being determined non-responsive, unless the omission is waived by CVAG as a minor informality in accordance with this IFB and applicable law.

The required Bid Forms are included as attachments to this IFB and are incorporated into and made a part of the Bidding Documents.

Bid Forms Checklist

The following forms and certifications shall be completed and submitted with the Bid, as applicable. This checklist is provided for convenience and does not modify the requirements of the Bidding Documents.

Required Bid Form/Certification	Reference	Attachment
Bid Acknowledgement	Section 4.2	Attachment A
Bid Schedule	Section 4.3	Attachment B
Non-Collusion Declaration	Section 4.4	Attachment C
Contractor's Certificate Regarding Workers' Compensation	Section 4.5	Attachment D
Designation of Subcontractors	Section 4.6	Attachment E
Iran Contracting Certification	Section 4.7.A	Attachment F
Nondiscrimination and California Civil Rights Laws Certification	Section 4.7.B	Attachment G

4.2 Bid Acknowledgement

Each Bidder shall complete, execute, and submit the Bid Acknowledgement included as Attachment A.

By executing the Bid Acknowledgement, the Bidder confirms that it has reviewed the IFB and Bidding Documents, including all addenda, and proposes to perform the Work in accordance with the Bidding Documents for the prices stated in the Bid Schedule.

The Bid Acknowledgement shall be signed by an individual authorized to bind the Bidder and shall include the Bidder's legal name, business organization, California contractor license information, DIR registration number, and authorized representative information.

The completed and executed Bid Acknowledgement shall be submitted with the Bid. Failure to submit a properly completed and executed Bid Acknowledgement may result in the Bid being determined non-responsive, subject to the provisions of this IFB and applicable law.

4.3 Bid Schedule

Each Bidder shall complete and submit the Bid Schedule included as **Attachment B**.

The Bidder shall provide pricing for all Bid Items listed in the Bid Schedule. All required pricing fields shall be completed. Failure to provide pricing for all required Bid Items may result in the Bid being determined non-responsive.

Bidders may reproduce the Bid Schedule or submit a pricing table in their own format, provided the table includes all Bid Items, descriptions, estimated quantities, units, unit prices, extended amounts, Additive Alternate Bid Items, allowances, and totals required by the Bidding Documents. Any bidder-prepared pricing table shall follow the same item numbering and sequence as the Bid Schedule issued by CVAG and shall not modify, omit, qualify, or add to the required Bid Items.

In the event of any discrepancy between a bidder-prepared pricing table and the Bid Schedule issued by CVAG, the requirements and item structure of CVAG's Bid Schedule shall control.

Bid Prices shall include all labor, supervision, materials, equipment, tools, transportation, permits, taxes, overhead, profit, incidentals, and all other costs necessary to complete the Work in accordance with the Bidding Documents. No additional compensation will be allowed for costs required to perform the Work that are reasonably inferable from the Bidding Documents and properly included in the applicable Bid Item, except as otherwise expressly provided by the Contract Documents.

Unless otherwise stated in the Bidding Documents, estimated quantities are provided solely for bid pricing and comparison purposes. Actual quantities may vary, and payment will be based on the actual quantities of Work performed and accepted in accordance with the Bidding Documents.

The Additive Alternate Bid Items are included to establish unit pricing for potential Task Order Work during the Contract term. Pricing for all Additive Alternate Bid Items is required and shall be incorporated into the Contract; however, such pricing will not be included in determining the apparent lowest responsive and responsible Bidder. CVAG does not guarantee that any Additive Alternate Bid Item or minimum quantity of additional Work will be authorized. Any such Work shall be authorized only by written Task Order in accordance with the Contract Documents.

The completed Bid Schedule shall be incorporated into and made a part of the Contract.

4.4 Non-Collusion Declaration

Each Bidder shall complete, execute, and submit the Non-Collusion Declaration included as **Attachment C**.

The Non-Collusion Declaration shall be signed by an individual authorized to bind the Bidder and shall certify that the Bid is genuine and not collusive or submitted as a result of any agreement, communication, or arrangement intended to restrict competition, fix prices, or otherwise affect the integrity of the bidding process.

The completed and executed Non-Collusion Declaration shall be submitted with the Bid. Failure to submit a properly completed and executed Non-Collusion Declaration may result in the Bid being determined non-responsive, subject to the provisions of this IFB and applicable law.

4.5 Contractor's Certificate Regarding Workers' Compensation

Each Bidder shall complete, execute, and submit the Contractor's Certificate Regarding Workers' Compensation included as **Attachment D**.

By executing the certification, the Bidder acknowledges the requirements of California Labor Code section 3700 and certifies that, if awarded the Contract, it will comply with all applicable workers'

compensation insurance or self-insurance requirements before commencing performance of the Work.

The completed and executed certification shall be submitted with the Bid. Failure to submit a properly completed and executed certification may result in the Bid being determined non-responsive, subject to the provisions of this IFB and applicable law.

4.6 Designation of Subcontractors

Each Bidder shall complete and submit the Designation of Subcontractors included as **Attachment E**.

The Bidder shall list each Subcontractor required to be identified under the California Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100 et seq.).

Except as otherwise provided by applicable law, the Bidder shall list each Subcontractor that will perform Work, labor, or services, or specially fabricate and install a portion of the Work, in an amount exceeding one-half of one percent (0.5%) of the Bidder's total Bid. For construction of streets or highways, including bridges, the Bidder shall list each Subcontractor performing Work in an amount exceeding one-half of one percent (0.5%) of the total Bid or ten thousand dollars (\$10,000), whichever is greater.

For each required Subcontractor, the Bidder shall provide the Subcontractor's name, location of its place of business, California contractor license number, DIR registration number, and the portion of the Work to be performed, together with any other information required by the Bid Forms or applicable law.

Failure to properly list a required Subcontractor may result in the Bid being determined non-responsive, subject to applicable law. Substitution of a listed Subcontractor after award shall be permitted only in accordance with the California Subletting and Subcontracting Fair Practices Act.

If the Bidder does not intend to subcontract any portion of the Work requiring listing under the Act, the Bidder shall indicate "None" on Attachment E.

The completed Designation of Subcontractors shall be submitted with the Bid.

4.7 Required Certifications

In addition to the other Bid Forms required by this IFB, each Bidder shall complete, execute, and submit all certifications identified in this Section and included as Attachments to this IFB.

Each certification shall be completed and signed by an individual authorized to bind the Bidder. Failure to submit a required certification may result in the Bid being determined non-responsive or otherwise ineligible for award, subject to the provisions of this IFB and applicable law.

A. Iran Contracting Certification

Each Bidder shall complete, execute, and submit the Iran Contracting Certification included as **Attachment F**.

The certification shall confirm the Bidder's eligibility to contract with CVAG in accordance with the Iran Contracting Act of 2010, Public Contract Code sections 2200 through 2208.

The completed and executed certification shall be submitted with the Bid.

B. Nondiscrimination and California Civil Rights Laws Certification

Each Bidder shall complete, execute, and submit the Nondiscrimination and California Civil Rights Laws Certification included as **Attachment G**.

The certification shall confirm the Bidder's agreement to comply with applicable federal and State nondiscrimination and equal employment opportunity requirements in connection with performance of the Contract.

For any Contract subject to Public Contract Code section 2010, including a Contract exceeding one hundred thousand dollars (\$100,000), the certification shall also address the applicable California civil rights law requirements.

The completed and executed certification shall be submitted with the Bid.

5. Contract Documents

The Contract Documents establish the rights, responsibilities, and obligations of CVAG and the Contractor and collectively constitute the entire agreement between the parties. The Contract Documents are intended to be complementary, and each shall be construed in conjunction with the others. Unless otherwise expressly provided, the inclusion of a requirement in one Contract Document shall be as binding as if included in all Contract Documents.

The Contract Documents include, as applicable to the Project:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Addenda
4. Accepted Bid and Completed Bid Forms
5. Required Certifications submitted with the accepted Bid
6. Completed Bid Schedule task order mobilization
7. Bid Bond
8. Agreement
9. Performance Bond
10. Payment Bond
11. Certificates of Insurance and Required Endorsements
12. General Conditions
13. Supplementary Conditions (if applicable)
14. Special Provisions
15. Plans/Reference Drawings
 - 15.1. Technical Specifications
16. Environmental permits and other regulatory permits applicable to the Work
17. Right-of-way, easement, right-of-entry, and access documents, to the extent expressly identified as applicable to the Work
18. Standard Specifications for Public Works Construction ("Greenbook"), latest edition, including applicable supplements, except as modified by the Contract Documents;
19. Standard Plans for Public Works Construction, latest edition, except as modified by the Contract Documents;
20. California Department of Transportation ("Caltrans") Standard Specifications, latest edition, except as modified by the Contract Documents;
21. Caltrans Standard Plans, latest edition, except as modified by the Contract Documents;
22. California Manual on Uniform Traffic Control Devices ("CA MUTCD"), latest edition, when applicable to the Work;
23. Task Orders issued in accordance with the Contract Documents;
24. Executed Change Orders and Contract Amendments; and
25. Any other document specifically identified in the Agreement as a Contract Document.

5.1 Interpretation of Bidding Documents

The Bidder is responsible for carefully examining all Bidding Documents prior to submitting a Bid. If a Bidder discovers any ambiguity, inconsistency, discrepancy, omission, or error in the Bidding Documents, the Bidder shall promptly submit a written request for clarification in accordance with Section 3.4 of these Instructions to Bidders. Interpretations or clarifications shall be issued only by written Addendum. Oral statements, interpretations, or representations by CVAG, its employees, consultants, or representatives shall not modify the Bidding Documents and shall not be relied upon by any Bidder.

5.2 Governing Documents

In the event of any inconsistency between the Contract Documents, the order of precedence shall be as established in the Agreement or General Conditions. Nothing contained in these Instructions to Bidders shall modify the contractual order of precedence established after Contract award.

6. Bonds and Insurance

6.1 Bid Bond

Each Bid shall be accompanied by bid security in an amount not less than ten percent (10%) of the Total Base Bid. Bid security shall be provided in the form required by Section 3.8, Bid Security. A Bid not accompanied by the required bid security may be rejected as nonresponsive.

6.2 Performance Bond

The successful Bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price prior to execution of the Agreement.

The Performance Bond shall guarantee the faithful performance of the Contract in accordance with the Contract Documents.

6.3 Payment Bond

The successful Bidder shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price prior to execution of the Agreement.

The Payment Bond shall secure payment to persons furnishing labor, materials, or equipment for the performance of the Work in accordance with applicable law.

6.4 Bond Coverage for Task Order Work

The Performance Bond and Payment Bond shall remain in full force and effect throughout the Contract term and shall cover all Work authorized under the Contract, including Work authorized by Task Order. If the aggregate Contract Price increases as a result of Task Orders or other authorized changes, the Contractor shall, upon request by CVAG, provide riders, endorsements, replacement bonds, or other evidence satisfactory to CVAG demonstrating that the Performance Bond and Payment Bond provide coverage in the amount required by the Contract Documents and applicable law.

6.5 Insurance Requirements

Prior to execution of the Agreement, the successful Bidder shall furnish certificates of insurance and all required endorsements demonstrating compliance with the insurance requirements set forth in the Contract Documents.

Insurance shall remain in full force and effect throughout the performance of the Contract.

Failure to provide the required insurance documents within the time specified by CVAG may be grounds for cancellation of the Notice of Award and forfeiture of the Bid Bond.

6.6 Sureties

All bonds shall be executed by a surety admitted and authorized to transact surety business in the State of California and otherwise acceptable to CVAG.

CVAG reserves the right to require evidence of the surety's authority and financial capability.

7. General Conditions

7.1 Terminology

Unless otherwise defined in the Contract Documents, the following rules of construction shall apply:

A. The words and terms below are not defined terms but, when used in the Contract Documents, shall have the meanings indicated.

1. **Furnish** means to supply and deliver services, materials, equipment, or other items to the Site (or other specified location) ready for use or installation and in usable or operable condition.
2. **Install** means to place, assemble, erect, connect, or otherwise incorporate services, materials, equipment, or other items into the Work complete and ready for their intended use.
3. **Provide** means to furnish and install services, materials, equipment, or other items complete and ready for their intended use.
4. **Perform** means to furnish all labor, supervision, materials, equipment, tools, transportation, services, incidentals, and other resources necessary to complete the Work in accordance with the Contract Documents.
5. Regardless of whether the terms **furnish**, **install**, **provide**, or **perform** are used in connection with services, materials, equipment, or other Work, the Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, services, incidentals, and all other items necessary to complete the Work unless the Contract Documents expressly provide otherwise.

B. Unless otherwise expressly stated in the Contract Documents, words and phrases having a well-recognized technical, construction, or trade meaning shall be interpreted in accordance with such recognized meaning.

C. Unless otherwise specified in the Contract Documents, references to the "latest edition" of any standard, specification, plan, code, or manual mean the latest edition in effect as of the Bid Due Date.

7.2 Definitions

Unless otherwise expressly provided, the following terms shall have the meanings set forth below whenever used in the Contract Documents.

Act of God

An event resulting exclusively from natural causes that could not have been prevented or avoided through the exercise of reasonable care, prudence, foresight, or diligence, including, but not limited to, earthquakes, floods, hurricanes, tornadoes, or other natural disasters.

Addenda

Written modifications, clarifications, interpretations, revisions, or supplemental information issued by the Agency prior to the Bid Opening that become part of the Contract Documents upon execution of the Agreement.

Agency

The Coachella Valley Association of Governments ("CVAG"), a California joint powers authority.

Agency Representative

The individual or individuals designated in writing by the Agency to administer the Contract and perform the duties assigned by the Contract Documents.

Agreement

The written contract executed by the Agency and the Contractor, together with all Contract Documents incorporated therein.

Bid

The Contractor's written offer submitted in response to the Invitation for Bids, including all required Bid Forms, certifications, and attachments.

Bidder

Any individual, partnership, corporation, joint venture, limited liability company, or other legal entity submitting a Bid to the Agency.

Change Order

A written amendment to the Contract executed by the Agency and the Contractor authorizing a change in the Work, Contract Price, Contract Time, or any combination thereof.

Claim

A written demand or assertion by the Contractor seeking, as a matter of right, an adjustment of the Contract Price, Contract Time, interpretation of the Contract Documents, or other relief arising out of or relating to the Contract.

Contract

The legally binding agreement between the Agency and the Contractor consisting of the Agreement and all Contract Documents.

Contract Documents

The documents identified in the Agreement that collectively establish the rights, responsibilities, and obligations of the Agency and the Contractor.

Contract Price

The total amount payable by the Agency to the Contractor under the Contract, including amounts authorized by Task Order and as adjusted by executed Change Orders or Contract Amendments.

Contract Term

365-calendar-day period during which the Contract remains available for Task Orders.

Contract Time

The period established in the Agreement for achieving Substantial Completion and Final Completion of the Work, including any approved extensions.

Contractor

The individual or legal entity that has entered into the Agreement with the Agency to perform the Work.

Critical Supply Shortage

An unforeseen shortage of materials, equipment, or manufactured products required for the Work that is beyond the reasonable control of the Contractor and materially affects the Contractor's ability to perform the Work within the Contract Time.

Day

A calendar day unless otherwise expressly stated in the Contract Documents.

Defective Work

Work that fails to conform to the requirements of the Contract Documents, including Work that is incomplete, damaged, improperly performed, defective in workmanship or materials, or otherwise fails to satisfy the requirements of the Contract.

Effective Date of Contract

The date on which the Agreement has been fully executed by both the Agency and the Contractor, unless another effective date is expressly stated in the Agreement.

Engineer

The professional engineer, engineering consultant, or other individual designated by the Agency to perform the engineering services required by the Contract Documents.

Final Completion

The stage at which all Contract requirements have been satisfied, including completion of all punch list items, submission of required closeout documents, and acceptance of the Work by the Agency.

Force Majeure

An event beyond the reasonable control of the affected party that could not have been anticipated or avoided through the exercise of reasonable diligence and that materially delays or prevents performance of the Contract.

Hazardous Materials

Any hazardous substance, hazardous waste, hazardous material, pollutant, contaminant, petroleum product, toxic substance, or other material regulated under applicable federal, state, or local law.

Initial Work Contract Time

60 calendar days from Notice to Proceed for Adams Street.

Inspector

The individual or individuals designated by the Agency to inspect, make a record of and observe the Work for compliance with the Contract Documents.

Materials

Products, supplies, equipment, machinery, fixtures, and other items incorporated or intended to be incorporated into the Work.

Notice of Award

The written notice issued by the Agency informing the successful Bidder that it has been selected for Contract award.

Notice of Completion

The notice recorded by the Agency in accordance with applicable California law upon completion and acceptance of the Work.

Notice to Proceed

The written authorization issued by the Agency directing the Contractor to commence the Work and establishing the date upon which the Contract Time begins.

Project

The public works improvement described in the Contract Documents.

Shop Drawings

Drawings, diagrams, illustrations, schedules, product data, samples, calculations, manuals, and other submittals required by the Contract Documents.

Site

The lands, easements, rights-of-way, and other locations identified in the Contract Documents where the Work is to be performed.

Special Provisions

The project-specific requirements that supplement or modify the General Conditions, Standard Specifications, Standard Plans, or other Contract Documents.

Standard Plans

The standard drawings adopted by the Agency or incorporated by reference into the Contract Documents.

Standard Specifications

The standard construction specifications adopted by the Agency or incorporated by reference into the Contract Documents.

Stop Payment Notice

A notice served in accordance with the California Civil Code by a claimant asserting a right to withhold Contract funds to secure payment for labor, services, equipment, or materials furnished to the Project.

Subcontractor

Any individual or legal entity having a direct contract with the Contractor to perform a portion of the Work or furnish labor, materials, or equipment for the Project.

Submittals

Shop Drawings, product data, samples, calculations, schedules, manuals, certifications, test reports, and other information required by the Contract Documents to be submitted by the Contractor.

Substantial Completion

The stage at which the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Agency can occupy or use the Project for its intended purpose, notwithstanding minor incomplete or corrective Work.

Surety

A corporate surety authorized to transact surety business in the State of California that issues any bond required by the Contract Documents.

Task Order

Means a written authorization issued by the Agency through an authorized Agency Representative directing the Contractor to perform specified Work under the Contract and identifying the applicable scope, location, compensation, schedule, and any other requirements applicable to such Work.

Task Order Time

Completion period established in each Task Order.

Warranty

The Contractor's obligation to warrant and correct the Work as required by the Contract Documents.

Work

All labor, supervision, materials, equipment, supplies, transportation, services, documentation, incidentals, and other obligations necessary to complete the Project in accordance with the Contract Documents.

Working Day

A day, exclusive of Saturdays, Sundays, and legal holidays recognized by CVAG, on which the Contractor is authorized to perform the Work in accordance with the Contract Documents.

7.3 Contract Documents, Interpretation, and Order of Precedence

The Contract Documents are complementary and shall be interpreted as a whole. A requirement contained in one Contract Document shall be binding as though contained in all Contract Documents. The Contractor shall perform all Work reasonably inferable from the Contract Documents as necessary to produce the intended result, whether or not every required item is expressly identified in each document.

If the Contractor discovers any conflict, discrepancy, ambiguity, error, or omission in the Contract Documents, the Contractor shall promptly notify the Agency Representative in writing before proceeding with the affected Work. The Contractor shall not proceed based upon its own interpretation without first obtaining written direction from the Agency Representative. Work performed without the required notice or written direction shall be at the Contractor's risk.

In the event of a conflict or inconsistency among the Contract Documents, the following order of precedence shall apply, with the document listed first controlling over a document listed later:

1. Executed Change Orders and Contract Amendments;
2. The Agreement;
3. Addenda;
4. Applicable Task Order, solely with respect to the Work authorized by that Task Order
5. Special Provisions and Supplementary Conditions;
6. Environmental permits and other regulatory permits applicable to the Work;
7. Right-of-way, easement, right-of-entry, and access requirements expressly identified as applicable to the Work;

8. Plans/Reference Drawings;
9. Technical Specifications;
10. General Conditions;
11. Standard Plans for Public Works Construction;
12. Standard Specifications for Public Works Construction ("Greenbook");
13. Caltrans Standard Specifications;
14. Caltrans Standard Plans;
15. California Manual on Uniform Traffic Control Devices ("CA MUTCD"), when applicable;
16. Instructions to Bidders;
17. Notice Inviting Bids;
18. The accepted Bid, Bid Forms, and Bid Schedule; and
19. Other documents incorporated into the Contract by reference.

Written dimensions shown on the Plans/Reference Drawings shall govern over scaled dimensions. Detail drawings shall govern over general drawings. Project-specific requirements shall govern over standard requirements. Where two requirements apply and neither is clearly controlling, the more stringent requirement shall govern unless otherwise directed in writing by the Agency Representative.

No oral statement, interpretation, instruction, or representation by the Agency, Agency Representative, Engineer, Inspector, consultant, or other representative shall modify the Contract Documents. Modifications to the Contract shall be effective only when authorized in writing in accordance with the Contract Documents.

7.4 Authority of Agency Representative, Engineer, and Inspector

The Agency may designate an Agency Representative, Engineer, Inspector, construction manager, or other consultant to assist in administering the Contract and observing the Work. Each such person or entity shall have only the authority expressly delegated by the Agency or assigned by the Contract Documents. The Agency may modify or revoke any delegation of authority by written notice to the Contractor.

A. Agency Representative

The Agency Representative shall serve as the Contractor's primary contact for administration of the Contract and may coordinate the activities of the Engineer, Inspector, construction manager, and other consultants retained by the Agency.

Within the authority delegated by the Agency, the Agency Representative may issue written instructions and interpretations, review Submittals, monitor the Contractor's progress, coordinate inspections and testing, evaluate payment applications, review proposed changes, and perform other duties assigned by the Contract Documents.

The Agency Representative may reject Defective Work, require correction or removal of Work that does not comply with the Contract Documents, and direct the Contractor to suspend affected Work when reasonably necessary to protect persons or property or to prevent further nonconforming Work.

The Agency Representative may not modify the Contract Price or Contract Time, waive a material requirement of the Contract Documents, or authorize a Change Order except to the extent expressly authorized by the Agency and documented in accordance with the Contract Documents.

B. Engineer

The Engineer shall provide technical interpretation of the Plans/Reference Drawings, Specifications, and other engineering requirements of the Contract Documents and may review Shop Drawings, calculations, product data, proposed substitutions, test results, and other technical Submittals.

The Engineer may make recommendations concerning the quality and acceptability of the Work, proposed changes, payment, completion, and other technical matters. Unless expressly delegated authority by the Agency, the Engineer's recommendations shall not constitute approval of additional compensation, an extension of Contract Time, or a modification of the Contract.

The Engineer's review of Submittals or observation of the Work shall not relieve the Contractor of responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, dimensions, quantities, coordination, or compliance with the Contract Documents.

C. Inspector

The Inspector may observe and inspect the Work, materials, equipment, testing, and Contractor operations for compliance with the Contract Documents and may report observed deficiencies to the Contractor and the Agency Representative.

The Inspector may reject or require the Contractor to stop affected Defective Work pending review by the Agency Representative or Engineer. The Inspector shall not direct the Contractor's construction means or methods, supervise the Contractor's employees or Subcontractors, or authorize changes to the Contract Price, Contract Time, or scope of Work.

The Inspector's presence, absence, observation, inspection, acceptance, or failure to identify Defective Work shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

D. Contractor Responsibility and Reliance on Written Authority

The Contractor shall remain solely responsible for the performance and completion of the Work, notwithstanding any review, observation, inspection, testing, recommendation, approval, or other action by the Agency or its representatives.

The Contractor shall not rely upon an oral instruction or representation as authorization to modify the Work, Contract Price, or Contract Time. If the Contractor questions the authority of any person issuing an instruction, the Contractor shall promptly request written confirmation from the Agency Representative before proceeding, except when immediate action is necessary to protect life or property.

7.5 Contractor's General Responsibilities

The Contractor shall perform and complete the Work in accordance with the Contract Documents and shall furnish all labor, supervision, Materials, equipment, tools, transportation, temporary facilities, services, permits, and incidentals necessary for proper and timely completion of the Project. The Contractor shall be solely responsible for the acts and omissions of its employees, Subcontractors, suppliers, and all other persons performing any portion of the Work on its behalf.

A. Review and Coordination of the Contract Documents

Before commencing each portion of the Work, the Contractor shall carefully review the applicable Contract Documents, field conditions, dimensions, and related Work. The Contractor shall coordinate all portions of the Work and verify that its proposed operations are consistent with the requirements of the Contract Documents.

The Contractor shall promptly notify the Agency Representative in writing of any conflict, discrepancy, ambiguity, error, omission, or condition that may affect the Work. The Contractor shall not proceed with affected Work until written direction is received, except when immediate action is necessary to protect persons or property.

The Contractor's review shall not relieve the Engineer or other design professional of responsibility for the adequacy of the design. However, the Contractor shall remain responsible for errors, omissions, or inconsistencies that it knew or reasonably should have identified through the review required by this Section.

B. Supervision and Contractor's Representative

The Contractor shall provide competent and continuous supervision of the Work. Before commencing Work, the Contractor shall designate in writing a qualified superintendent or other authorized representative who shall be present at the Site whenever Work is being performed and who shall have authority to act on behalf of and legally bind the Contractor regarding routine administration of the Work.

The Contractor shall not replace its designated superintendent without prior written notice to the Agency Representative. The Agency may require the Contractor to replace any superintendent or other personnel whose conduct, performance, qualifications, or continued presence is reasonably determined to be detrimental to the Project.

C. Construction Means and Methods

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, temporary works, and coordination necessary to perform the Work safely and in accordance with the Contract Documents.

Review, observation, inspection, testing, recommendation, or approval by the Agency, Agency Representative, Engineer, Inspector, or any consultant shall not relieve the Contractor of responsibility for its construction means and methods or for proper performance of the Work.

D. Compliance with Laws, Permits, and Requirements

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, orders, permits, licenses, and governmental requirements applicable to the Work.

Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all permits, licenses, inspections, approvals, and fees necessary for performance of the Work. The Contractor shall provide copies of required permits, licenses, registrations, and approvals to the Agency upon request.

If the Contractor observes that the Contract Documents appear to conflict with applicable law, the Contractor shall promptly notify the Agency Representative in writing and shall not proceed with the affected Work until receiving written direction.

The Contractor shall comply with all applicable requirements of the California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Regulation, including requirements applicable to prime contractors concerning Certificates of Reported Compliance for fleets and Subcontractors performing Work on the Project.

E. Safety and Protection

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions to protect employees, Agency personnel, consultants, members of the public, the Work, adjacent property, utilities, and other persons or property that may be affected by Contractor operations.

The Contractor shall comply with all applicable occupational safety and health requirements and shall promptly report accidents, injuries, property damage, and unsafe conditions to the Agency Representative.

Nothing in the Contract Documents shall be construed as imposing responsibility upon the Agency, Agency Representative, Engineer, or Inspector for the Contractor's safety precautions, programs, or compliance obligations.

F. Protection of Existing Improvements and Utilities

The Contractor shall protect existing improvements, utilities, structures, landscaping, survey monuments, and other property affected by the Work. Before commencing operations that may affect existing utilities or improvements, the Contractor shall verify their locations and coordinate its activities with the applicable owners and agencies.

The Contractor shall promptly repair or replace, at its own expense, property damaged by its operations, except to the extent the damage results from conditions for which the Contractor is entitled to relief under the Contract Documents.

G. Submittals and Project Records

The Contractor shall prepare, review, coordinate, certify, and submit all Submittals required by the Contract Documents in sufficient time to avoid delay to the Work.

By submitting a Submittal, the Contractor represents that it has reviewed and approved the Submittal; verified Materials, field measurements, quantities, and construction criteria; and coordinated the information with the requirements of the Work and the Contract Documents.

The Contractor shall maintain at the Site a current and complete set of the Contract Documents, approved Submittals, Change Orders, written directives, inspection records, test reports, and record drawings showing changes made during construction. Such records shall be available to the Agency for review and shall be delivered as part of Project closeout.

H. Cleanup and Site Maintenance

The Contractor shall keep the Site and surrounding areas free from unnecessary accumulation of waste, debris, surplus Materials, and equipment resulting from the Work. The Contractor shall maintain safe and orderly access to the Site and shall minimize interference with traffic, adjacent properties, public operations, and other contractors.

Before Final Completion, the Contractor shall remove temporary facilities, tools, equipment, waste, and surplus Materials and shall leave the Site and affected areas clean, safe, and ready for their intended use.

7.6 Subcontractors and Suppliers

The Contractor shall use the Subcontractors identified in the Designation of Subcontractors submitted with its Bid and shall administer all Subcontractors and suppliers in accordance with the Contract Documents and applicable law. This Section governs the Contractor's obligations concerning Subcontractors and suppliers after award and does not modify the Bid-submission requirements of Section 4.6.

A. Contractor Responsibility

The Contractor shall be fully responsible to the Agency for all Work performed by its Subcontractors and suppliers and for their acts and omissions and those of their employees, agents, and lower-tier subcontractors.

The engagement of any Subcontractor or supplier shall not:

1. Relieve the Contractor of any obligation under the Contract Documents;
2. Create a contractual relationship between the Agency and any Subcontractor or supplier;
3. Require the Agency to supervise, direct, or make payment to any Subcontractor or supplier; or
4. Limit the Agency's rights or remedies against the Contractor or Surety.

The Contractor shall coordinate and supervise all Subcontractors and suppliers and shall ensure that their Work complies with the Contract Documents.

B. Listed Subcontractors

The Contractor shall use the Subcontractors identified in its Bid for the portions of Work for which they were listed. The Contractor shall not substitute, add, or permit the substitution of a listed Subcontractor except in accordance with the California Subletting and Subcontracting Fair Practices Act and other applicable law.

The Contractor shall promptly notify the Agency Representative in writing of any proposed substitution and shall provide all information and documentation required by the Agency. No substitution shall be effective unless approved in writing by the Agency.

The Contractor shall not permit a Subcontractor to perform Work for which another Subcontractor was listed unless the substitution has been authorized in accordance with applicable law.

C. Debarment and Eligibility of Subcontractors

The Contractor shall not employ or permit any Subcontractor that is ineligible to perform work on a public works project pursuant to Labor Code sections 1777.1 or 1777.7, or any other applicable law. The Contractor shall be responsible for verifying the eligibility of each Subcontractor before permitting the Subcontractor to perform Work on the Project.

Any subcontract entered into with a Subcontractor that is debarred or otherwise ineligible to perform public works shall be subject to the requirements and consequences established by applicable law. No public funds shall be paid for Work performed by a Subcontractor that is legally ineligible to perform such Work. Any amounts paid for Work performed by an ineligible Subcontractor shall be returned to CVAG to the extent required by law.

The Contractor remains responsible for payment of all wages and other obligations owed to workers performing Work on the Project, notwithstanding the debarment or ineligibility of any Subcontractor.

D. Qualifications, Licenses, and Registrations

Before a Subcontractor begins Work, the Contractor shall verify that the Subcontractor:

1. Possesses all licenses and classifications required to perform its portion of the Work;
2. Maintains all registrations required for public works contracting, including registration with the California Department of Industrial Relations when applicable;
3. Is not debarred or otherwise ineligible to perform public work;
4. Maintains the insurance required by the Contract Documents or is properly covered under the Contractor's applicable insurance policies; and
5. Has the personnel, experience, equipment, and financial capacity necessary to perform its portion of the Work properly and timely.

Upon request, the Contractor shall provide the Agency with documentation establishing the qualifications, licensing, registration, insurance, and eligibility of any Subcontractor or supplier.

E. Subcontracts and Purchase Orders

The Contractor shall incorporate into each subcontract and purchase order all provisions of the Contract Documents applicable to the Work being performed or Materials being furnished, including requirements concerning:

1. Prevailing wages and labor compliance;
2. Nondiscrimination and equal employment obligations;
3. Safety and protection of persons and property;
4. Licensing and registration;
5. Submittals, inspection, and testing;
6. Recordkeeping and access to records;
7. Federal, state, grant, and funding requirements, when applicable; and

8. Claims, changes, warranties, and correction of Defective Work, as applicable. The Contractor shall require each Subcontractor to impose applicable Contract requirements upon its lower-tier subcontractors and suppliers.

No subcontract or purchase order shall bind the Agency or restrict the Agency's rights under the Contract Documents.

F. Removal or Replacement

The Agency may require the Contractor to remove from the Project any Subcontractor or supplier that:

1. Is unqualified, unlicensed, unregistered, debarred, or otherwise ineligible;
2. Fails to comply with the Contract Documents or applicable law;
3. Repeatedly performs Defective Work;
4. Fails to maintain required insurance or other qualifications; or
5. Engages in conduct that materially interferes with the safe, orderly, or timely performance of the Work.

Any removal or replacement shall be carried out in accordance with applicable law. Unless otherwise authorized by the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Time arising from the removal or replacement of a Subcontractor or supplier for reasons attributable to the Contractor or that entity.

G. Payment of Subcontractors and Suppliers

The Contractor shall timely pay its Subcontractors and suppliers in accordance with applicable law and the terms of their agreements. Payment by the Agency to the Contractor shall not constitute evidence that any Subcontractor or supplier has been paid.

The Contractor shall promptly provide information reasonably requested by the Agency concerning amounts due or paid to Subcontractors and suppliers. The Agency may exercise any withholding or other remedy authorized by the Contract Documents or applicable law if the Contractor fails to satisfy its payment obligations.

H. No Agency Approval of Contractual Terms

Any review, acknowledgment, or approval by the Agency of a Subcontractor, supplier, subcontract, purchase order, or substitution shall relate only to compliance with the Contract Documents and applicable law. It shall not constitute approval of the contractual terms between the Contractor and the Subcontractor or supplier or relieve the Contractor of responsibility for the Work.

7.7 Site Conditions, Differing Site Conditions, and Hazardous Materials

A. Contractor's Responsibility for Site Conditions

The Contractor shall satisfy itself as to the nature and location of the Work and the general and local conditions that may affect performance, including access, staging, traffic, existing improvements, utilities, surface conditions, subsurface conditions reasonably observable or disclosed in the Contract Documents, availability of labor and materials, and applicable environmental conditions.

The Contractor shall be responsible for conditions that were reasonably observable, disclosed in the Contract Documents, or discoverable through the pre-bid investigations required by the Contract Documents.

B. Differing Site Conditions

If the Contractor encounters either of the following conditions, it shall immediately stop the affected portion of the Work and notify the Agency Representative in writing before disturbing the condition:

Subsurface or latent physical conditions at the Site that materially differ from those indicated in the Contract Documents; or

Unknown physical conditions at the Site of an unusual nature that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

The Contractor shall preserve the condition and provide the Agency and its representatives a reasonable opportunity to investigate. The Contractor shall not resume the affected Work until directed in writing by the Agency Representative.

The Agency will investigate the reported condition and determine whether it constitutes a differing site condition. If the Agency determines that the condition materially increases or decreases the Contractor's cost or time required to perform the affected Work, an equitable adjustment may be made through a Change Order in accordance with the Contract Documents.

Failure to provide prompt written notice before disturbing the condition shall waive the Contractor's right to an adjustment to the extent the Agency is prejudiced by the lack of notice.

C. Existing Utilities and Improvements

The locations of existing utilities and improvements shown in the Contract Documents are based upon available information and may not be complete or exact. The Contractor shall verify the location of utilities and improvements that may be affected by the Work and shall comply with all applicable notification and excavation requirements before commencing operations.

The Contractor shall immediately notify the Agency Representative of any utility or improvement that materially differs from the location or condition indicated in the Contract Documents. The Contractor shall protect existing utilities and improvements and shall be responsible for damage caused by its operations, except as otherwise provided in the Contract Documents or applicable law.

D. Hazardous Materials

If the Contractor encounters material reasonably believed to constitute Hazardous Materials that were not identified in the Contract Documents or introduced to the Site by the Contractor or those for whom it is responsible, the Contractor shall:

1. Immediately stop Work in the affected area;
2. Take reasonable measures to prevent disturbance or exposure;
3. Secure the affected area; and
4. Promptly notify the Agency Representative in writing.

The Contractor shall not resume Work in the affected area until the Agency provides written direction and any required investigation, testing, removal, remediation, or protective measures have been completed.

The Contractor shall remain responsible for Hazardous Materials brought to the Site, generated, released, or improperly handled by the Contractor, its Subcontractors, suppliers, employees, or other persons for whom the Contractor is responsible.

E. Emergencies

In an emergency affecting the safety of persons or property, the Contractor shall take immediate reasonable action to prevent injury, damage, or loss. The Contractor shall notify the Agency Representative as soon as practicable and document the condition and actions taken.

Emergency action shall not, by itself, entitle the Contractor to an adjustment of the Contract Price or Contract Time. Any request for adjustment shall be submitted in accordance with the change and claims procedures of the Contract Documents. An emergency contact list shall be provided to the Agency at the preconstruction conference.

7.8 Time of Performance, Scheduling, and Delays

The Contractor shall commence, prosecute, and complete the Work within the Contract Time established in the Agreement and in accordance with the Contract Documents. Time is of the essence in the performance of the Contract.

A. Commencement of Work

The Contractor shall not commence Work at the Site before receiving the Notice to Proceed unless otherwise authorized in writing by the Agency.

The Contract Time shall begin on the date stated in the Notice to Proceed. The Contractor shall commence Work within the period specified in the Notice to Proceed and shall diligently prosecute the Work to completion.

Work performed before issuance of the Notice to Proceed or without required authorization shall be performed at the Contractor's sole risk and expense.

For Work authorized by Task Order, the Contractor shall commence and complete the Work within the time specified in the applicable Task Order. The time for performance of Task Order Work shall be separate from the Contract Time applicable to the initial Work unless otherwise stated in the Contract Documents.

B. Construction Schedule

Within the time specified in the Contract Documents or requested by the Agency Representative, the Contractor shall submit a detailed construction schedule showing the sequence, duration, and anticipated start and completion dates of the principal activities required to complete the Work within the Contract Time.

The schedule shall include, as applicable:

1. Mobilization and commencement of Work;
2. Submittal preparation, review, and procurement activities;
3. Ordering and delivery of Materials and equipment;
4. Work performed by each Subcontractor;
5. Required inspections and testing;
6. Utility coordination and agency approvals;
7. Project milestones;
8. Substantial Completion;
9. Punch list and corrective Work; and
10. Final Completion and closeout.

The Contractor shall prepare and update the schedule in a form acceptable to the Agency. Acceptance or review of the schedule by the Agency shall not relieve the Contractor of responsibility for completing the Work within the Contract Time.

C. Progress of the Work

The Contractor shall prosecute the Work continuously and diligently and shall provide sufficient qualified personnel, supervision, Materials, equipment, and other resources necessary to maintain satisfactory progress.

If the Agency Representative determines that the Contractor is not progressing at a rate sufficient to complete the Work within the Contract Time, the Contractor shall, upon written request, submit a recovery schedule and a written plan describing the measures it will take to regain lost time.

To the extent delay is attributable to the Contractor or those for whom it is responsible, the Contractor shall implement corrective measures at its own expense, which may include increasing personnel, equipment, shifts, working hours, or sequencing activities, subject to applicable law and the Contract Documents.

D. Delays and Notice

The Contractor shall promptly notify the Agency Representative in writing of any event or condition that may delay or disrupt the Work. Initial notice shall be provided as soon as reasonably practicable after the Contractor becomes aware of the event or condition.

The notice shall identify:

1. The nature and cause of the delay;
2. The activities affected;
3. The date the delay began or is expected to begin;
4. The anticipated duration and effect on the critical path and Contract Time;
5. The measures taken or proposed to avoid or mitigate the delay; and
6. The adjustment to the Contract Time or Contract Price, if any, claimed by the Contractor.

The Contractor shall provide updated information while the delay continues and shall maintain records sufficient to establish the cause, duration, effect, and cost of the delay.

Failure to provide timely notice or supporting documentation shall waive the Contractor's right to an adjustment to the extent the Agency is prejudiced by the failure.

E. Excusable Delays

The Contractor may be entitled to an extension of the Contract Time for a delay that:

1. Is beyond the reasonable control of the Contractor and those for whom it is responsible;
2. Could not reasonably have been anticipated, avoided, or mitigated;
3. Actually delays an activity affecting timely completion of the Work; and
4. Is documented and submitted in accordance with the Contract Documents.

Potentially excusable delays may include acts or omissions of the Agency, approved changes in the Work, differing site conditions, unusually severe weather, Force Majeure events, or other conditions for which an extension is authorized by the Contract Documents or applicable law.

An excusable delay shall entitle the Contractor only to a reasonable extension of the Contract Time unless the Contract Documents or applicable law expressly authorize additional compensation.

F. Concurrent and Contractor-Caused Delays

The Contractor shall not be entitled to an extension of the Contract Time or additional compensation for a delay caused by the Contractor, its Subcontractors, suppliers, employees, or other persons for whom the Contractor is responsible.

When an excusable delay occurs concurrently with a Contractor-caused delay, the Contractor shall be entitled only to the relief, if any, established by the Contract Documents and applicable law. The Contractor shall bear the burden of demonstrating the extent to which an excusable delay independently affected completion of the Work.

G. Mitigation of Delay

The Contractor shall take reasonable measures to prevent, avoid, and mitigate delays, regardless of their cause. Such measures may include resequencing activities, expediting Submittals or deliveries, reallocating labor and equipment, coordinating affected parties, and performing unaffected portions of the Work.

The Contractor's duty to mitigate shall not require it to incur extraordinary costs without written authorization when the delay is not attributable to the Contractor.

H. Extensions of Contract Time

The Contract Time may be extended only by an approved Change Order or other written modification authorized in accordance with the Contract Documents.

No oral statement, schedule review, progress meeting discussion, field directive, inspection, payment, or continued performance of the Work shall constitute approval of an extension of Contract Time.

I. Substantial Completion and Final Completion

The Contractor shall achieve Substantial Completion and Final Completion within the times established in the Agreement, as adjusted by approved changes to the Contract Time.

The Contractor's obligation to complete the Work includes correction of Defective Work, completion of punch list items, submission of closeout documentation, and satisfaction of all other requirements necessary for Final Completion.

J. Liquidated Damages

If the Agreement provides for liquidated damages, the Contractor shall be liable for liquidated damages for each Day or Working Day, as specified in the Agreement, that completion extends beyond the applicable Contract Time, as adjusted by approved extensions.

Liquidated damages are intended to compensate the Agency for damages resulting from delayed completion that would be impracticable or extremely difficult to determine and are not intended as a penalty.

K. Mobilization

When a Bid item is included in the Bid Schedule for Mobilization, the costs of Work performed in advance of construction operations and not directly attributable to another specific Bid item shall be included in the Mobilization item. When no separate Bid item is provided for Mobilization, payment for such costs shall be deemed included in the other Bid items, and no separate payment shall be made.

Payment for Mobilization based on the lump sum provided in the Bid Schedule shall constitute full compensation for all Work associated with Mobilization. The lump sum price Bid for Mobilization shall not exceed ten percent (10%) of the Total Bid Price. No payment for Mobilization shall be made until the applicable mobilization activities required by the Contract Documents have been completed to the satisfaction of the Agency Representative.

The Work included in Mobilization shall include, but is not limited to, the following:

1. Obtaining and paying for all required bonds, insurance, permits, licenses, and approvals.
2. Moving onto the Site all Contractor personnel, plant, tools, equipment, and other resources required for the initial construction operations and removing such personnel, plant, tools, and equipment upon completion of the Work.
3. Installing and maintaining temporary construction power, wiring, lighting, and other temporary utilities, as applicable.
4. Establishing and maintaining required fire protection and emergency facilities, as applicable.
5. Developing and maintaining a temporary construction water supply, as applicable.
6. Providing, furnishing, and maintaining temporary field offices or trailers required for the Contractor or Agency, when specified in the Contract Documents.
7. Providing and maintaining on-site sanitary facilities and potable water facilities as required by applicable law and the Contract Documents.

8. Furnishing, installing, and maintaining storage buildings, sheds, containers, or other facilities required for the temporary storage of Materials and equipment not yet incorporated into the Work, including any temperature, humidity, security, or other storage controls required by the manufacturer or the Contract Documents.
9. Arranging for and establishing Contractor staging, storage, and work areas.
10. Posting all required safety, labor-compliance, prevailing-wage, and other notices and establishing required safety programs.
11. Providing the required superintendent and other supervisory personnel at the Site and coordinating the Work with the Agency, other contractors, utilities, and affected parties.
12. Preparing and submitting the construction schedule, Schedule of Submittals, Shop Drawings, traffic control plans, safety plans, environmental plans, and other required preconstruction or startup Submittals.
13. Establishing required traffic control, access, fencing, security, environmental controls, and other temporary measures necessary to commence and prosecute the Work.
14. Establishing required payroll, labor-compliance, recordkeeping, quality-control, and reporting procedures.
15. Attending the preconstruction conference and other required startup meetings.
16. Performing such other preparatory Work as is reasonably necessary to commence and prosecute the Work in accordance with the Contract Documents.
17. Demobilizing upon completion of the Work, including removal of temporary facilities, equipment, surplus Materials, waste, and debris, and restoration of staging, storage, and other areas used by the Contractor.

Payment for Mobilization shall be made as follows:

1. When the value of Work completed, excluding Mobilization, is five percent (5%) or more of the original Contract Price, fifty percent (50%) of the Mobilization Bid item, or five percent (5%) of the original Contract Price, whichever is less, shall be included in the progress payment.
2. When the value of Work completed, excluding Mobilization, is ten percent (10%) or more of the original Contract Price, the total amount earned for Mobilization shall be seventy-five percent (75%) of the Mobilization Bid item, or seven and one-half percent (7.5%) of the original Contract Price, whichever is less.
3. When the value of Work completed, excluding Mobilization, is twenty percent (20%) or more of the original Contract Price, the total amount earned for Mobilization shall be ninety-five percent (95%) of the Mobilization Bid item, or nine and one-half percent (9.5%) of the original Contract Price, whichever is less.
4. When the value of Work completed, excluding Mobilization, is fifty percent (50%) or more of the original Contract Price, the total amount earned for Mobilization shall be one hundred percent (100%) of the Mobilization Bid item, or ten percent (10%) of the original Contract Price, whichever is less.

Payment of one hundred percent (100%) of the Mobilization Bid item shall not relieve the Contractor of its obligation to complete all required Demobilization and Site restoration Work, the cost of which is included in the Contract Price.

Mobilization shall be measured and paid for at the Contract lump sum price for the Adams Street location; and at the Contract unit price per each for each Task Order Mobilization location that CVAG may request; and shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, temporary facilities, services, and incidentals necessary to perform the Mobilization Work required by the Contract Documents.

Payment for Mobilization does not constitute acceptance of any portion of the Work and does not relieve the Contractor of responsibility for maintaining temporary facilities, equipment, controls, personnel, or other Mobilization-related items for the period required by the Contract Documents.

No additional compensation shall be made for repeated or additional Mobilization or Demobilization resulting from the Contractor's sequencing, means and methods, failure to coordinate the Work, corrective Work, delay attributable to the Contractor, or other circumstances within the Contractor's control.

Where the Bid Schedule includes a separate bid item Task Order Mobilization, such item shall be separate from Mobilization for the initial Work and shall be payable once per Task Order. The payment provisions applicable to the initial Mobilization bid item shall not apply to Task Order Mobilization unless expressly stated in the Contract Documents.

7.9 Changes in the Work

The Agency may, without invalidating the Contract, order additions, deletions, revisions, or other changes to the Work within the general scope of the Contract. The Contractor shall perform authorized changes in accordance with the Contract Documents.

No change to the Work shall entitle the Contractor to an adjustment of the Contract Price or Contract Time unless the change is authorized and documented in accordance with this Section.

A. Written Authorization Required

Changes in the Work may be authorized only through one of the following written instruments:

1. An executed Change Order;
2. A written construction change directive or other written directive issued by an authorized Agency Representative; or
3. A written field order or clarification that does not change the Contract Price or Contract Time.

The Contractor shall not perform changed or additional Work based solely upon an oral instruction, informal discussion, meeting note, inspection comment, Submittal review, or direction from a person who lacks authority to modify the Contract.

If the Contractor receives an oral instruction that it believes changes the Work, Contract Price, or Contract Time, it shall promptly request written confirmation before proceeding, except when immediate action is necessary to protect persons or property.

B. Change Orders

A Change Order shall be a written amendment to the Contract executed by the Agency and the Contractor and shall identify, as applicable:

1. The change in the Work;
2. The adjustment to the Contract Price;
3. The adjustment to the Contract Time;
4. The supporting cost and schedule information; and
5. Any other terms applicable to the change.

Execution of a Change Order constitutes full and final agreement concerning the change and all direct and indirect effects reasonably associated with it, unless the Change Order expressly reserves a particular issue.

The Contractor shall not condition execution of a Change Order upon payment of an unrelated Claim or disputed amount.

C. Agency-Directed Changes

When the Agency determines that changed Work must proceed before the parties agree upon an adjustment to the Contract Price or Contract Time, the Agency may issue a written directive requiring the Contractor to proceed.

The Contractor shall promptly perform the directed Work and shall maintain complete and accurate records of labor, Materials, equipment, Subcontractor costs, and time impacts attributable to the change.

The Contractor's performance of directed Work shall not constitute agreement concerning compensation or time. Any adjustment shall be determined in accordance with the Contract Documents.

D. Contractor-Proposed Changes

The Contractor may propose a change that it believes will improve the Work, reduce cost, shorten the Contract Time, resolve a conflict, or otherwise benefit the Project.

A proposed change shall include:

1. A description of the proposed revision;
2. The reason for the proposal;
3. Supporting drawings, specifications, calculations, or product information;
4. The proposed adjustment to the Contract Price;
5. The proposed adjustment to the Contract Time;
6. The effect on Subcontractors, suppliers, warranties, permits, and other Work; and
7. Any other information requested by the Agency.

The Contractor shall not implement a proposed change unless authorized in writing by the Agency. Review of a proposal shall not obligate the Agency to approve the change or reimburse the Contractor for preparing it.

E. Change Proposal Requirements

When requested by the Agency or when seeking an adjustment, the Contractor shall submit a complete written change proposal within the time required by the Contract Documents or directed by the Agency Representative.

The proposal shall include sufficient detail to permit evaluation, including:

1. Itemized labor hours, classifications, and rates;
2. Itemized Materials, quantities, and costs;
3. Equipment type, usage, and rates;
4. Subcontractor and supplier quotations;
5. Applicable taxes, insurance, bonds, overhead, and profit;
6. Credits for deleted or reduced Work;
7. The effect on the construction schedule and critical path;
8. The requested adjustment to the Contract Price and Contract Time; and
9. Supporting invoices, payroll records, quotations, schedules, and other documentation.

The Agency may reject or return an incomplete proposal without approval and require additional supporting information.

F. Pricing of Changes

Adjustments to the Contract Price shall be determined by one or more of the following methods, as directed or approved by the Agency:

1. An agreed lump-sum price;
2. Applicable unit prices contained in the Contract;

3. Actual allowable costs of labor, Materials, equipment, and Subcontractor Work, together with authorized markups; or
4. Another method agreed upon in writing by the parties.

The Contractor shall provide appropriate credits for Work deleted from the Contract. Credits shall include avoided direct costs and applicable markups included in the Contract Price.

No adjustment shall include costs caused by the Contractor's error, omission, Defective Work, failure to coordinate, failure to comply with the Contract Documents, or failure to provide timely notice.

G. Time-and-Materials Work

When changed Work is authorized on a time-and-materials basis, the Contractor shall maintain daily records identifying:

1. Personnel performing the Work and hours worked;
2. Materials incorporated into the Work;
3. Equipment used and hours of operation;
4. Subcontractor Work performed;
5. The location and description of the Work; and
6. Any other information required by the Agency.

The Contractor shall submit daily records to the Inspector or Agency Representative for review. Review or signature of a daily record confirms only that the listed resources were reported and shall not constitute agreement regarding entitlement, pricing, productivity, or an adjustment to the Contract Time.

Failure to maintain and submit required records may result in denial of unsupported costs.

H. Adjustment of Contract Time

A request for additional Contract Time arising from a change shall identify the specific activities affected and demonstrate the effect of the change on the critical path and completion of the Work.

The Contractor shall not be entitled to an extension merely because additional or revised Work was directed. An extension shall be allowed only to the extent the Contractor demonstrates that the change actually delayed completion and could not reasonably be mitigated.

Any approved adjustment to the Contract Time shall be stated in the applicable Change Order or other authorized written modification.

I. Notice of Constructive Change

If the Contractor believes that an instruction, interpretation, action, omission, condition, or other event constitutes a change for which no written authorization has been issued, the Contractor shall provide written notice to the Agency Representative before performing the affected Work.

The notice shall describe:

1. The event or direction alleged to constitute a change;
2. The Contract requirement affected;
3. The anticipated effect on the Work;
4. The estimated adjustment to the Contract Price or Contract Time; and
5. The action requested from the Agency.

The Contractor shall continue performing undisputed Work while the matter is reviewed. Failure to provide timely written notice shall waive the Contractor's right to an adjustment to the extent the Agency is prejudiced by the failure.

J. Emergencies

In an emergency threatening the safety of persons or property, the Contractor may take reasonable action without prior written authorization to prevent injury, damage, or loss.

The Contractor shall notify the Agency Representative as soon as practicable and shall document the emergency, the action taken, and the associated costs and schedule effects.

Emergency Work shall not automatically entitle the Contractor to additional compensation or Contract Time. Any requested adjustment shall be evaluated in accordance with this Section and the Claims provisions of the Contract Documents.

K. Continued Performance

Pending resolution of any disagreement concerning a change, the Contractor shall diligently proceed with the Work as directed by the Agency and shall maintain records necessary to support its position.

The Contractor shall not suspend, delay, or refuse to perform authorized Work because the parties have not agreed upon compensation or an adjustment to the Contract Time, except as otherwise expressly permitted by the Contract Documents or applicable law.

7.10 Inspection, Testing, and Defective Work

The Work shall be subject to inspection, observation, and testing by the Agency and its authorized representatives at all times. Inspection, observation, testing, approval, acceptance, or payment shall not relieve the Contractor of responsibility for performing the Work in accordance with the Contract Documents.

A. Access to the Work

The Contractor shall provide the Agency Representative, Engineer, Inspector, testing laboratories, governmental authorities, and other authorized representatives with safe and reasonable access to the Work wherever it is being performed or Materials are being fabricated, stored, or prepared.

The Contractor shall provide the labor, equipment, facilities, samples, documents, and assistance reasonably necessary to permit inspection and testing of the Work.

The Contractor shall not cover or conceal Work required to be inspected or tested until the required inspection or testing has been completed and authorization to proceed has been provided.

B. Notice of Work Ready for Inspection

The Contractor shall provide timely notice to the Inspector or Agency Representative when Work is ready for inspection or testing. Notice shall be provided sufficiently in advance to permit the Agency to schedule the required inspection or testing without delaying the Work.

The Contractor shall coordinate all required inspections and tests with its construction schedule. Failure to provide adequate notice shall not entitle the Contractor to an adjustment of the Contract Price or Contract Time.

C. Testing

Tests required by the Contract Documents shall be performed by qualified persons or laboratories acceptable to the Agency.

Unless otherwise stated in the Contract Documents:

1. The Agency shall pay for initial testing specifically required to be performed by an independent testing laboratory retained by the Agency;
2. The Contractor shall pay for testing required for the Contractor's means and methods, quality-control program, permits, licenses, certifications, Submittals, or manufacturer requirements;
3. The Contractor shall pay for retesting and additional inspection required because Work failed an initial test or inspection; and

4. The Contractor shall pay costs resulting from its failure to provide timely notice, proper access, required samples, or suitable conditions for testing.

Test results shall be provided to the Agency. The Contractor shall promptly notify the Agency Representative of any test result indicating that the Work does not comply with the Contract Documents.

D. Inspection by Governmental Authorities

The Contractor shall arrange and coordinate inspections required by governmental authorities having jurisdiction over the Work.

The Contractor shall provide the Agency with copies of inspection reports, approvals, permits, certificates, and other documentation issued by such authorities.

Approval by a governmental authority shall not constitute acceptance by the Agency or relieve the Contractor of its obligation to comply with the Contract Documents.

E. Work Covered Before Inspection

If the Contractor covers or conceals Work before a required inspection or test is completed, the Contractor shall, upon written direction, uncover the Work for examination and subsequently restore the affected Work.

If the Work was covered contrary to the Contract Documents or before the required inspection or testing, all costs of uncovering, examination, testing, correction, and restoration shall be borne by the Contractor, without an adjustment to the Contract Price or Contract Time.

If the Work was properly covered and the Agency later requires it to be uncovered, the Contractor shall be entitled to an adjustment only when the uncovered Work is found to comply with the Contract Documents and the requirements for changes and claims have been satisfied.

F. Defective Work

The Agency may reject Work that is Defective or otherwise fails to comply with the Contract Documents, regardless of the stage of completion or whether the Work was previously inspected, tested, approved, accepted, or paid for.

Upon written notice, the Contractor shall promptly:

1. Remove and replace rejected Work;
2. Correct Defective Work;
3. Perform required additional inspection or testing;
4. Repair damage to other Work or property resulting from the Defective Work or its correction; and
5. Take all other action necessary to bring the Work into compliance with the Contract Documents.

Correction or replacement of Defective Work shall be performed at the Contractor's expense and shall not entitle the Contractor to an adjustment of the Contract Price or Contract Time.

G. Agency's Right to Correct Defective Work

If the Contractor fails to begin correction of Defective Work within the time stated in the Agency's written notice, or fails to diligently complete the correction, the Agency may:

1. Correct or remove and replace the Defective Work;
2. Complete the affected Work using its own forces or another contractor;
3. Store, dispose of, or return rejected Materials or equipment;
4. Withhold payment reasonably related to the Defective Work and resulting costs; and
5. Exercise any other remedy available under the Contract Documents or applicable law.

The Contractor shall be responsible for the Agency's reasonable costs arising from the Contractor's failure to correct Defective Work. The Agency may deduct such costs from amounts otherwise due to the Contractor or recover them from the Contractor or Surety.

H. Acceptance of Nonconforming Work

The Agency may, but is not required to, accept Work that does not fully comply with the Contract Documents when the Agency determines that acceptance is in its interest.

Acceptance of nonconforming Work may be conditioned upon an appropriate reduction in the Contract Price or other adjustment determined by the Agency. Acceptance of a particular nonconforming condition shall not constitute a waiver of any other Contract requirement.

I. No Waiver by Inspection, Payment, or Use

The Agency's inspection, testing, approval, payment, occupancy, use, or failure to identify Defective Work shall not:

1. Constitute acceptance of Work that does not comply with the Contract Documents;
2. Relieve the Contractor of responsibility for the Work;
3. Limit the Contractor's warranty or correction obligations; or
4. Waive any right or remedy of the Agency.

The Contractor remains responsible for latent defects, concealed defects, and other Defective Work discovered before or after Substantial Completion, Final Completion, or acceptance.

7.11 Payment and Retention

The Agency shall make payments to the Contractor for Work properly performed and accepted in accordance with the Contract Documents. Payment shall be based upon the Contract Price, approved quantities, applicable unit prices, approved Change Orders, and other adjustments authorized by the Contract Documents.

Payment by the Agency shall not constitute acceptance of the Work, relieve the Contractor of any obligation under the Contract Documents, or waive the Agency's right to reject or require correction of Defective Work.

A. Schedule of Values

When the Contract is based upon a lump-sum price, the Contractor shall submit a detailed schedule of values before submitting its first payment request.

The schedule of values shall:

1. Allocate the entire Contract Price among the principal portions of the Work;
2. Include separate amounts for labor, Materials, equipment, Subcontractor Work, mobilization, and other significant cost components, when requested;
3. Be supported by information reasonably required by the Agency;
4. Be consistent with the Bid Schedule and Contract Documents; and
5. Provide a reasonable basis for evaluating progress payments.

The Agency's acceptance of the schedule of values shall be solely for payment administration and shall not constitute approval of the Contractor's costs, means and methods, allocation of risk, or entitlement to payment.

B. Requests for Progress Payment

The Contractor shall submit requests for progress payment in the form and at the intervals required by the Contract Documents.

Each request shall accurately identify:

1. Work completed during the payment period;
2. Materials and equipment incorporated into the Work;

3. Approved Materials and equipment suitably stored for future incorporation into the Work, when payment for stored Materials is permitted;
4. Approved Change Orders and authorized adjustments;
5. Retention;
6. Prior payments;
7. Amounts previously withheld;
8. The current amount requested; and
9. The remaining Contract balance.

Each request shall be supported by documentation reasonably required by the Agency, which may include updated schedules, quantity calculations, invoices, delivery records, payroll records, inspection reports, test results, conditional or unconditional waivers and releases, and other evidence supporting the amount requested.

C. Contractor Certification

By submitting a payment request, the Contractor represents and certifies that:

1. The Work identified in the application has been performed in accordance with the Contract Documents;
2. The quantities and amounts stated in the application are accurate;
3. Materials and equipment for which payment is requested have been properly incorporated into the Work or suitably stored and protected, as applicable;
4. The Contractor has paid, or will timely pay, its Subcontractors and suppliers from amounts received for their Work;
5. Title to Work, Materials, and equipment covered by the payment will pass to the Agency free of liens, claims, security interests, and encumbrances, except as otherwise permitted by law; and
6. All supporting documentation submitted with the application is complete and accurate.

D. Review and Payment

The Agency Representative, Engineer, Inspector, or other authorized representative may review each payment request and determine the amount of Work satisfactorily completed and eligible for payment.

The Agency may correct quantities, calculations, classifications, or amounts stated in a payment request. The Agency shall notify the Contractor of any material adjustment, rejection, or withholding in accordance with the Contract Documents and applicable law.

Approved amounts shall be paid within the time required by applicable law, subject to retention, withholding, and other authorized deductions.

Review or approval of a request for payment shall not constitute a representation that the Agency has made exhaustive or continuous inspections of the Work or verified how the Contractor has used prior payments.

E. Payment for Stored Materials and Equipment

The Agency may, but is not required to, make payment for Materials or equipment that have not yet been incorporated into the Work.

As a condition of payment, the Contractor shall demonstrate that the Materials or equipment:

1. Are specifically identified for the Project;
2. Conform to the Contract Documents;
3. Have been delivered to and are suitably stored at the Site or another location approved in writing by the Agency;
4. Are properly protected against loss, theft, damage, and deterioration;
5. Are insured for their full replacement value;

6. Are free from liens, security interests, and encumbrances;
7. Are supported by invoices, bills of sale, photographs, inventory records, or other documentation requested by the Agency; and
8. Will become the property of the Agency upon payment, subject to the Contractor's continuing responsibility for their protection and incorporation into the Work.

Payment for stored Materials or equipment shall not constitute acceptance and shall not relieve the Contractor of responsibility for loss, damage, deterioration, installation, testing, or compliance with the Contract Documents.

F. Retention

The Agency shall deduct retention from progress payments in the amount established in the Agreement and permitted by applicable law.

Unless a different amount is authorized by applicable law and expressly stated in the Contract Documents, retention shall not exceed **five percent (5%)** of the amount otherwise payable for each progress payment.

Retention shall be held as security for the Contractor's complete and satisfactory performance of the Contract, including correction of Defective Work, completion of punch list items, payment of Subcontractors and suppliers, submission of closeout documents, and satisfaction of all other Contract requirements.

Retention shall be released within the time and subject to the conditions required by applicable law and the Contract Documents.

G. Substitution of Securities

When permitted by applicable law, the Contractor may request substitution of eligible securities in place of retention or request that retention be deposited into an escrow account.

Any substitution or escrow arrangement shall:

1. Be requested in writing;
2. Comply with applicable law;
3. Use forms and institutions acceptable to the Agency;
4. Be established at the Contractor's expense; and
5. Preserve all rights and protections available to the Agency.

H. Grounds for Withholding Payment

In addition to retention, the Agency may withhold from any progress or final payment an amount reasonably necessary to protect the Agency from loss arising from:

1. Defective, incomplete, or nonconforming Work;
2. Failure to correct rejected Work;
3. Failure to maintain satisfactory progress;
4. Reasonable evidence that the Work cannot be completed within the unpaid Contract balance;
5. Reasonable evidence that the Work will not be completed within the Contract Time;
6. Failure to submit required schedules, Submittals, records, reports, certifications, releases, or closeout documents;
7. Claims, Stop Payment Notices, liens, demands, or payment disputes involving Subcontractors, suppliers, laborers, or other claimants;
8. Failure to pay Subcontractors, suppliers, employees, or other persons entitled to payment;
9. Damage to the Agency, the Work, adjacent property, or the work of others;
10. Failure to comply with prevailing-wage, payroll, apprenticeship, licensing, registration, or other legal requirements;

11. Liquidated damages or other amounts chargeable to the Contractor;
12. Failure to maintain required bonds or insurance;
13. Costs incurred by the Agency because of the Contractor's acts, omissions, or default;
- or
14. Any other basis authorized by the Contract Documents or applicable law.

The Agency may apply withheld amounts to satisfy costs or obligations for which the Contractor is responsible. When the basis for withholding has been resolved, the Agency shall release the undisputed amount in accordance with applicable law.

I. Payment of Subcontractors and Suppliers

The Contractor shall timely pay each Subcontractor and supplier the amounts due for Work properly performed or Materials properly furnished, including the release of retention, within the time required by applicable law.

The Contractor shall require each Subcontractor to timely pay its lower-tier subcontractors and suppliers.

Upon request, the Contractor shall provide evidence of payments made or amounts withheld. Failure by the Agency to request such evidence shall not relieve the Contractor of its payment obligations.

The Agency's payment to the Contractor shall not create a contractual relationship between the Agency and any Subcontractor or supplier and shall not make the Agency responsible for payment of amounts owed by the Contractor.

J. Disputed Amounts

The Contractor shall promptly notify the Agency Representative in writing of any disputed payment determination and shall identify the specific amount and basis of the dispute.

The Contractor shall continue performing the Work while a payment dispute is pending, except as otherwise expressly permitted by the Contract Documents or applicable law.

Payment of an undisputed amount shall not waive either party's rights concerning a disputed amount. Disputed amounts shall be resolved in accordance with the Claims and Dispute Resolution provisions of the Contract Documents.

K. Final Request for Payment

After achieving Final Completion, the Contractor shall submit a final request for payment accompanied by all documents required for Contract closeout, including, as applicable:

1. Final quantities and Contract Price reconciliation;
2. Final record drawings;
3. Warranties and guarantees;
4. Operations and maintenance manuals;
5. Test reports and certificates;
6. Required governmental approvals;
7. Final payroll and labor-compliance documentation;
8. Conditional or unconditional waivers and releases;
9. Consent of the Surety, when required;
10. Evidence that Subcontractors and suppliers have been paid;
11. Assignment of warranties and other documents required by the Contract Documents;
- and
12. Any other information reasonably required by the Agency.

The final request shall account for all approved changes, prior payments, retention, withholding, credits, liquidated damages, and other authorized adjustments.

L. Final Payment

Final payment shall become due only after:

1. Final Completion has been achieved;
2. The Agency has accepted the Work;
3. All required closeout documents have been submitted and approved;
4. All known Defective Work has been corrected;
5. All amounts chargeable to the Contractor have been resolved or withheld;
6. The Contractor has satisfied all other conditions for final payment; and
7. The applicable period for release of final payment or retention has occurred.

The Agency may withhold amounts necessary to address unresolved Claims, Stop Payment Notices, Defective Work, missing documentation, liquidated damages, or other outstanding Contractor obligations.

M. Effect of Final Payment

Acceptance of final payment by the Contractor shall constitute a waiver of Claims by the Contractor except for Claims that:

1. Were previously submitted in writing in accordance with the Contract Documents;
2. Remain unresolved at the time of final payment; and
3. Are expressly identified in writing as reserved before acceptance of final payment.

Final payment shall not waive the Agency's rights concerning latent defects, fraud, warranties, indemnity obligations, incomplete or Defective Work, overpayments, or other obligations that survive Final Completion or termination of the Contract.

7.12 Substantial Completion, Final Completion, and Acceptance

A. Substantial Completion

When the Contractor considers the Work, or a designated portion of the Work, to be substantially complete, the Contractor shall notify the Agency Representative in writing and request an inspection to determine whether Substantial Completion has been achieved.

The Contractor's request shall include:

1. The date the Contractor believes Substantial Completion was achieved;
2. A list of incomplete or corrective Work remaining;
3. Required testing, approvals, and occupancy or use documentation;
4. Updated record drawings and closeout documents available at that time; and
5. Any other information reasonably requested by the Agency.

The Agency Representative, Engineer, Inspector, and other authorized representatives may inspect the Work and determine whether it is sufficiently complete for the Agency to occupy or use it for its intended purpose.

If the Agency determines that the Work is not substantially complete, the Agency will identify the material items preventing Substantial Completion. The Contractor shall complete or correct those items before submitting another request.

B. Certificate or Determination of Substantial Completion

When the Agency determines that Substantial Completion has been achieved, the Agency may issue a written certificate or other written determination establishing:

1. The date of Substantial Completion;
2. The portion of the Work determined to be substantially complete;
3. The remaining incomplete or corrective Work;
4. The time allowed for completing remaining Work;

5. Responsibilities for security, maintenance, utilities, insurance, operation, and protection of the Work; and
6. The commencement of warranties, when applicable.

The Agency's issuance of a certificate or determination of Substantial Completion shall not constitute Final Completion or acceptance of incomplete, Defective, or nonconforming Work.

C. Punch List and Remaining Work

After determining that Substantial Completion has been achieved, the Agency may prepare or approve a punch list identifying incomplete or corrective Work.

The Contractor shall promptly complete all punch list items within the time established by the Agency. The punch list is not intended to be a complete list of every Contract requirement, and omission of an item from the punch list shall not relieve the Contractor of responsibility for completing the Work in accordance with the Contract Documents.

The Contractor shall remain responsible for protecting the Work and correcting damage occurring before Final Completion, except to the extent responsibility is expressly transferred to the Agency in writing.

D. Partial Occupancy or Use

The Agency may occupy or use any completed or partially completed portion of the Work before Substantial Completion or Final Completion when such occupancy or use is permitted by applicable law and can occur without materially interfering with the Contractor's remaining operations.

Before partial occupancy or use, the Agency and Contractor may establish in writing their respective responsibilities for security, maintenance, utilities, insurance, operation, protection, warranties, and correction of Work.

The Agency's occupancy or use of any portion of the Work shall not:

1. Constitute acceptance of incomplete or Defective Work;
2. Relieve the Contractor of responsibility for completing the Contract;
3. Waive any warranty, correction, indemnity, or other obligation; or
4. Entitle the Contractor to additional compensation or Contract Time except as authorized in writing.

E. Final Completion

When the Contractor considers all Work complete, including punch list items and closeout requirements, the Contractor shall notify the Agency Representative in writing and request a final inspection.

Final Completion shall not be achieved until:

1. All Work has been completed in accordance with the Contract Documents;
2. All Defective Work has been corrected;
3. All inspections and testing have been completed and accepted;
4. All punch list items have been completed;
5. The Site has been cleaned and restored;
6. All permits, approvals, and certificates required for use or operation have been obtained;
7. Record drawings, warranties, manuals, certificates, test reports, and other closeout documents have been submitted and approved;
8. Required labor-compliance and payment documentation has been submitted;
9. All tools, equipment, temporary facilities, waste, and surplus Materials have been removed; and

10. All other Contract requirements for Final Completion have been satisfied. If the Agency determines that the Work is not finally complete, it will identify the remaining deficiencies. The Contractor shall correct the deficiencies and request another final inspection.

F. Acceptance of the Work

Final Completion does not, by itself, constitute formal acceptance of the Work by the Agency.

The Work shall be accepted only through the action or written determination authorized by the Agency's governing requirements and applicable law. Acceptance may occur after Final Completion and completion of all required administrative, legal, and closeout procedures.

The Agency's use, occupancy, inspection, payment, or issuance of a certificate of Substantial Completion shall not constitute formal acceptance unless expressly stated in writing by the Agency.

G. Notice of Completion

After acceptance of the Work, the Agency may record a Notice of Completion in accordance with applicable California law.

The date of recording a Notice of Completion shall not alter the Contractor's continuing obligations under the Contract Documents, including warranties, correction of Defective Work, indemnification, record retention, and resolution of outstanding Claims.

H. Final Payment and Release of Retention

Final payment and release of retention shall be governed by Section 7.11, Payment and Retention, and applicable law.

Neither Final Completion, acceptance, recording of a Notice of Completion, final payment, nor release of retention shall waive the Agency's rights concerning:

1. Latent or concealed defects;
2. Fraud or misrepresentation;
3. Warranty or correction obligations;
4. Indemnification obligations;
5. Unresolved Claims or Stop Payment Notices;
6. Overpayments; or
7. Any obligation that survives completion or termination of the Contract.

I. Costs of Additional Inspections

If the Contractor requests an inspection and the Agency determines that the Work is not sufficiently complete for the requested inspection, the Contractor shall be responsible for the reasonable costs of additional inspections, testing, consultant services, and related administrative effort resulting from premature or repeated requests.

The Agency may deduct such costs from amounts otherwise due to the Contractor.

7.13 Claims and Dispute Resolution

The Contractor shall promptly and continuously comply with the notice, documentation, and claim procedures established by the Contract Documents and applicable law. Compliance with this Section is a condition precedent to the Contractor's right to an adjustment of the Contract Price or Contract Time, except to the extent otherwise required by applicable law.

Nothing in this Section shall waive or impair any nonwaivable right or procedure provided by the California Public Contract Code or other applicable law.

A. Notice of Potential Claim

If the Contractor believes that any instruction, action, omission, condition, event, or circumstance may entitle it to an adjustment of the Contract Price or Contract Time, the Contractor shall provide written notice to the Agency Representative before proceeding with the affected Work, when practicable, and no later than the time required by the applicable provision of the Contract Documents.

The notice shall identify:

1. The event or condition giving rise to the potential Claim;
2. The applicable Contract requirement;
3. The date the event or condition arose;
4. The Work and schedule activities affected;
5. The anticipated effect on the Contract Price or Contract Time;
6. The actions taken or proposed to avoid or mitigate the effect; and
7. The additional information or direction requested from the Agency.

The Contractor shall not delay notice until the full extent of the cost or time effect is known. The Contractor shall provide supplemental information as it becomes available.

Failure to provide timely written notice shall waive the Contractor's right to an adjustment to the extent the Agency is prejudiced by the failure, except as otherwise required by applicable law.

B. Continued Performance

Unless otherwise directed in writing by the Agency or permitted by applicable law, the Contractor shall diligently continue performing the Work while a potential Claim or dispute is being evaluated or resolved.

The Contractor shall comply with written directions issued by the Agency concerning the disputed Work and shall maintain complete records of the labor, Materials, equipment, Subcontractor costs, schedule effects, and other impacts associated with the matter.

Continued performance shall not waive either party's position concerning entitlement, compensation, or Contract Time.

C. Claim Submission Requirements

A Claim shall be submitted separately from routine correspondence, requests for information, Change Order proposals, payment applications, progress reports, and meeting minutes. It shall be clearly identified as a Claim and shall be signed by an individual authorized to bind the Contractor.

Each Claim shall include:

1. A clear statement of the relief requested;
 2. A detailed description of the facts and circumstances giving rise to the Claim;
 3. The Contract provisions and legal grounds supporting entitlement;
 4. The date on which the Claim arose and the dates of all prior notices;
 5. An itemized calculation of the amount claimed;
 6. The specific extension of Contract Time requested, if any, together with a Time Impact Analysis or other schedule analysis demonstrating the claimed effect on completion;
 7. Labor, Material, equipment, Subcontractor, and supplier cost records;
 8. Relevant correspondence, directives, reports, photographs, schedules, invoices, payroll records, and other supporting documentation;
 9. A description of actions taken to avoid or mitigate the claimed cost or delay;
 10. Identification of amounts previously paid, proposed, or included in any Change Order;
- and

11. A certification that the Claim is complete, accurate, submitted in good faith, and not duplicative of another request.

The Contractor shall furnish additional supporting documentation reasonably requested by the Agency.

D. Certification of Claims

The Contractor shall certify each Claim substantially as follows:

I certify under penalty of perjury under the laws of the State of California that this Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount and time requested accurately reflect the adjustment for which the Contractor believes the Agency is responsible; and that I am authorized to certify this Claim on behalf of the Contractor.

The Agency may reject a Claim that is not properly certified or may require correction of the certification before completing its review.

E. Contractor Responsibility for Subcontractor Claims

A Subcontractor or supplier shall have no direct contractual Claim against the Agency. Any Claim arising from Subcontractor or supplier Work shall be submitted through the Contractor and shall comply with this Section and applicable law.

The Contractor shall review each Subcontractor or supplier Claim and shall certify that the Contractor believes the Claim has merit before presenting it to the Agency.

Submission of a Claim on behalf of a Subcontractor or supplier shall not relieve the Contractor of responsibility for the Claim or create contractual privity between the Agency and the Subcontractor or supplier.

F. Agency Review and Written Response

Upon receipt of a complete Claim, the Agency shall conduct a reasonable review and provide a written response within the time required by applicable law.

The Agency's response may:

1. Approve the Claim in whole or in part;
2. Deny the Claim in whole or in part;
3. Request additional supporting information;
4. Identify disputed and undisputed portions of the Claim;
5. Propose a settlement or adjustment; or
6. Require further review under the procedures established by the Contract Documents and applicable law.

The Agency's request for additional information shall not constitute approval of entitlement or an extension of any applicable deadline unless expressly agreed in writing.

G. Undisputed Amounts

The Agency shall process payment of any undisputed portion of a Claim within the time required by applicable law.

Payment of an undisputed amount shall not waive or affect either party's rights concerning any disputed portion of the Claim.

H. Meet-and-Confer Conference

If the Contractor disputes the Agency's written response, or if the Agency fails to respond within the applicable statutory period, the Contractor may submit a written demand for an informal meet-and-confer conference in the manner required by applicable law.

The parties shall participate in the conference in good faith and shall be represented by individuals with knowledge of the dispute and authority to recommend or approve a resolution.

Statements, offers, and communications made during settlement discussions shall be treated in accordance with applicable law.

I. Mediation

Any portion of a Claim remaining in dispute after completion of the meet-and-confer process shall be submitted to nonbinding mediation when required by applicable law.

The parties shall cooperate in selecting a qualified neutral mediator and shall share mediation costs as required by applicable law or as otherwise agreed in writing.

Unless otherwise agreed in writing, mediation shall not suspend the Contractor's obligation to continue performing the Work or extend any statutory limitation period.

J. Other Remedies

If a dispute is not resolved through the procedures described above, either party may pursue any remedy available under the Contract Documents and applicable law.

Completion of the applicable contractual and statutory claim procedures shall be a condition precedent to commencement of litigation, arbitration, or another formal proceeding, except where applicable law provides otherwise.

Nothing in this Section requires binding arbitration unless the parties expressly agree to arbitration in writing or arbitration is otherwise required by the Contract Documents or applicable law.

K. Statutory Public Works Claim Procedures

In addition to the requirements of this Section, Claims shall be processed in accordance with applicable California public works claims statutes, including Public Contract Code Sections 9204 and 20104 et seq., to the extent applicable.

Public Contract Code Section 9204. For Claims governed by Public Contract Code Section 9204:

1. Upon receipt of a Claim, the Agency shall conduct a reasonable review and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim within the time required by Section 9204.
2. The Agency shall pay any undisputed portion of the Claim within the time required by Section 9204.
3. If the Contractor disputes the Agency's written response, or if the Agency fails to respond within the statutory period, the Contractor may request in writing an informal meet-and-confer conference. The Agency shall schedule and conduct the conference and provide a written statement identifying any remaining disputed and undisputed portions within the periods required by Section 9204.
4. Any remaining disputed portion of the Claim shall be submitted to nonbinding mediation in accordance with Section 9204 unless the parties agree otherwise in writing as permitted by law.
5. Amounts not paid when required by Section 9204 shall bear interest at the rate prescribed by that statute.
6. The rights and procedures provided by Section 9204 may not be waived except as expressly permitted by law.

Public Contract Code Sections 20104 et seq. Claims of three hundred seventy-five thousand dollars (\$375,000) or less shall also be subject to Public Contract Code Sections 20104 through

20104.6, to the extent applicable, including the statutory procedures governing Agency review, conferences, mediation, judicial arbitration, and civil actions.

In the event of any conflict between this Section and a mandatory provision of applicable law, the mandatory statutory provision shall control.

L. Government Claims Requirements

Compliance with this Section does not excuse the Contractor from complying with any additional claim-presentation requirement applicable to actions against a public entity.

The Contractor is solely responsible for determining and satisfying all applicable deadlines and procedural requirements for preserving and pursuing a Claim. The Agency's review, negotiation, or consideration of a Claim shall not constitute a waiver of any defense based upon the Contractor's failure to comply with applicable law.

M. Waiver and Reservation of Claims

Execution of a Change Order, acceptance of final payment, or execution of a release shall constitute a waiver of related Claims except for matters expressly reserved in writing in the Change Order, payment documentation, or release.

A reservation shall specifically identify the factual basis, amount, and requested Contract Time associated with the unresolved Claim. A general or unspecified reservation shall not preserve a Claim.

N. Recordkeeping and Audit

The Contractor shall maintain complete and accurate records supporting each Claim and shall permit the Agency and its authorized representatives to inspect, copy, and audit those records.

Claim records shall be maintained separately and shall identify costs attributable to the disputed matter. Unsupported estimates, allocations, or reconstructed costs may be rejected when contemporaneous records were reasonably available.

The Contractor shall retain Claim records for the period required by the Contract Documents and applicable law.

O. No Waiver by Agency Review

The Agency's review, discussion, negotiation, partial payment, request for information, or continued administration of the Contract shall not:

1. Constitute acceptance of the Claim;
2. Waive compliance with the Contract Documents or applicable law;
3. Create an entitlement to compensation or Contract Time; or
4. Waive any defense, offset, deduction, or remedy available to the Agency.

7.14 Suspension and Termination

The Agency may suspend or terminate the Work as provided in this Section and the Contract Documents. Suspension or termination shall not affect any right, remedy, obligation, or liability that accrued before the effective date of the suspension or termination.

A. Suspension by the Agency

The Agency may order the Contractor to suspend, delay, or interrupt all or any portion of the Work by written notice when the Agency determines that suspension is necessary or appropriate.

The written notice shall identify the affected Work and the effective date of the suspension. The Contractor shall promptly stop the affected Work, protect completed and partially completed Work, secure the Site, preserve Materials and equipment, and take reasonable measures to minimize delay, damage, deterioration, and cost.

The Contractor shall not resume suspended Work until directed in writing by the Agency.

B. Suspension for Contractor Default or Safety

The Agency may immediately suspend all or any portion of the Work when the Contractor:

1. Fails to perform the Work in accordance with the Contract Documents;
2. Fails to correct Defective Work;
3. Fails to maintain satisfactory progress;
4. Fails to provide sufficient qualified personnel, supervision, Materials, or equipment;
5. Violates applicable law, permit requirements, or governmental orders;
6. Fails to maintain required licenses, registrations, bonds, or insurance;
7. Creates or permits an unsafe condition;
8. Fails to protect persons, property, utilities, or the Work;
9. Fails to comply with a written direction of the Agency; or
10. Otherwise materially breaches the Contract.

A suspension arising from the Contractor's act, omission, default, or failure to comply shall not entitle the Contractor to an adjustment of the Contract Price or Contract Time. The Contractor shall be responsible for costs resulting from such suspension.

C. Suspension for the Agency's Convenience

The Agency may suspend all or any portion of the Work for its convenience and without fault of the Contractor.

If a suspension for convenience materially increases the Contractor's reasonable cost or delays completion of the Work, the Contractor may request an equitable adjustment in accordance with **Sections 7.9**, Changes in the Work, and **7.13**, Claims and Dispute Resolution.

No adjustment shall be allowed for:

1. A suspension caused by the Contractor or those for whom it is responsible;
2. A suspension required by the Contract Documents;
3. A suspension resulting from weather or another condition for which the Contractor is not entitled to compensation;
4. Costs that could reasonably have been avoided or mitigated; or
5. A request that was not timely submitted and documented in accordance with the Contract Documents.

D. Contractor's Obligations During Suspension

During any suspension, the Contractor shall:

1. Protect and preserve the Work, Site, Materials, equipment, and existing improvements;
2. Maintain required security, temporary facilities, utilities, drainage, erosion control, traffic control, and safety measures;
3. Comply with the Agency's written directions;
4. Continue unaffected Work when directed;
5. Maintain required bonds and insurance;
6. Mitigate delay and additional cost;
7. Maintain complete records of the effects of the suspension; and
8. Be prepared to resume the Work promptly upon written direction.

The Contractor shall not remove Materials, equipment, temporary facilities, or other property from the Site without written authorization from the Agency, except when necessary to protect persons or property.

E. Notice of Default and Opportunity to Cure

When the Agency determines that the Contractor is in default, the Agency may provide written notice identifying the default and the time allowed for correction.

The Contractor shall immediately begin correcting the default and shall diligently continue until the default is fully cured. The Agency may require the Contractor to submit a written corrective-action or recovery plan.

The Agency is not required to provide an opportunity to cure before taking immediate protective action when necessary to protect persons, property, public safety, the Work, or the Agency's interests.

F. Termination for Cause

The Agency may terminate the Contractor's right to proceed with all or any portion of the Work if the Contractor:

1. Fails to commence or diligently prosecute the Work;
2. Fails to complete the Work within the Contract Time;
3. Repeatedly fails to provide sufficient qualified workers, supervision, Materials, or equipment;
4. Fails to perform the Work in accordance with the Contract Documents;
5. Fails to correct Defective Work;
6. Disregards applicable laws, regulations, permits, or orders;
7. Fails to make timely payment to Subcontractors, suppliers, or workers;
8. Fails to maintain required licenses, registrations, bonds, or insurance;
9. Becomes insolvent, makes an assignment for the benefit of creditors, or is subject to a bankruptcy or receivership proceeding that materially impairs performance;
10. Abandons the Work;
11. Engages in fraud, collusion, material misrepresentation, or other unlawful conduct relating to the Contract; or
12. Otherwise materially breaches the Contract.

Termination may apply to the entire Contract or only to a designated portion of the Work.

G. Agency Remedies Following Termination for Cause

Following termination for cause, the Agency may, without waiving any other right or remedy:

1. Exclude the Contractor from the Site;
2. Take possession of completed and partially completed Work;
3. Take possession of Materials, equipment, tools, temporary facilities, and other items at the Site intended for performance of the Work, to the extent permitted by the Contract Documents and applicable law;
4. Accept assignment of subcontracts and purchase orders;
5. Complete the Work using the Agency's own forces, another contractor, the Surety, or any combination thereof;
6. Correct Defective Work;
7. Withhold further payment to the Contractor;
8. Apply unpaid Contract funds to the cost of completing and correcting the Work;
9. Recover additional completion, administrative, consultant, legal, inspection, testing, and other costs resulting from the default;
10. Enforce the Performance Bond; and
11. Exercise any other remedy available under the Contract Documents or applicable law.

The Contractor shall cooperate in transferring documents, permits, Submittals, warranties, Materials, equipment, subcontracts, purchase orders, and other Project information reasonably required to complete the Work.

H. Payment Following Termination for Cause

Following termination for cause, the Contractor shall not be entitled to further payment until the Agency has completed the Work and determined the costs and damages arising from the termination.

If the unpaid balance of the Contract Price exceeds the Agency's costs and damages, the Agency shall pay the remaining amount to the Contractor, subject to withholding, retention, Claims, Stop Payment Notices, and other authorized deductions.

If the Agency's costs and damages exceed the unpaid balance of the Contract Price, the Contractor and Surety shall be liable to the Agency for the difference.

The Agency's recoverable costs may include the cost of completing and correcting the Work, additional design and construction-management services, inspection and testing, delay damages, legal and administrative expenses, and other losses resulting from the Contractor's default.

I. Termination for Convenience

The Agency may terminate all or any portion of the Contract for its convenience and without cause by written notice to the Contractor.

Upon receipt of the notice, the Contractor shall:

1. Stop the terminated Work on the effective date stated in the notice;
2. Continue any portion of the Work not terminated;
3. Place no further subcontracts, purchase orders, or commitments for the terminated Work;
4. Terminate or assign existing subcontracts and purchase orders as directed by the Agency;
5. Protect and preserve the Work and property in its possession;
6. Transfer to the Agency completed Work, Materials, equipment, Submittals, records, warranties, permits, and other items for which payment is made;
7. Remove temporary facilities, waste, and equipment as directed;
8. Mitigate termination costs; and
9. Submit a final termination payment request with complete supporting documentation.

J. Payment Following Termination for Convenience

When the Contract is terminated for convenience, the Contractor shall be entitled to payment for:

1. Work properly performed and accepted through the effective date of termination;
2. Approved Materials and equipment properly purchased for the Project that the Agency elects to accept;
3. Reasonable and documented costs directly resulting from the termination;
4. Reasonable costs of protecting the Work and closing out the terminated portion of the Contract; and
5. Reasonable profit on Work properly performed, but not on unperformed Work or termination costs.

The Contractor shall not be entitled to anticipated profit, overhead, consequential damages, loss of business opportunity, or other damages arising from Work not performed.

Payment shall be subject to retention, withholding, credits, prior payments, Defective Work, Claims, Stop Payment Notices, and other adjustments authorized by the Contract Documents or applicable law.

K. Conversion of Termination

If a termination for cause is later determined to have been improper, the termination shall be treated as a termination for convenience, and the Contractor's recovery shall be limited to the compensation allowed for termination for convenience.

L. Contractor Suspension or Termination Rights

The Contractor may suspend or terminate performance only when expressly authorized by the Contract Documents or applicable law.

Before suspending or terminating performance, the Contractor shall provide the Agency with written notice identifying the contractual and legal basis for the proposed action and shall allow the Agency any required opportunity to cure.

The Contractor shall not suspend, delay, or abandon the Work because of a disputed payment, Change Order, Claim, interpretation, or other disagreement except as expressly permitted by the Contract Documents or applicable law.

M. Survival of Obligations

Termination or suspension shall not relieve the Contractor of obligations that are intended to survive, including obligations concerning:

1. Warranties and correction of Defective Work;
2. Indemnification;
3. Payment of Subcontractors and suppliers;
4. Labor compliance;
5. Recordkeeping and audit;
6. Confidentiality, ownership, and delivery of Project documents;
7. Claims and dispute resolution;
8. Protection of persons and property; and
9. Any other obligation that by its nature survives suspension, completion, acceptance, or termination.

7.15 Warranty and Correction of Work

The Contractor warrants that the Work shall be new, of good quality, free from defects, and in strict accordance with the Contract Documents, except where the Contract Documents expressly permit otherwise. The Contractor further warrants that all Materials and equipment shall be of the quality specified, properly installed, and suitable for their intended purpose.

The Contractor's warranty obligations are in addition to, and shall not limit, any other obligation, warranty, guarantee, right, or remedy provided by the Contract Documents or applicable law.

A. Warranty Period

Unless a longer period is required by the Contract Documents, the Contractor shall warrant the Work for a period of one year commencing on the later of the date of Final Completion or the date of formal acceptance of the Work by the Agency.

When the Contract Documents establish different warranty periods for particular Materials, equipment, systems, or portions of the Work, the longer applicable period shall govern.

The warranty period for corrected or replaced Work shall recommence upon the Agency's acceptance of the correction or replacement and shall continue for the longer of:

1. One year after acceptance of the corrected or replaced Work; or
2. The remaining portion of the original applicable warranty period.

The Contractor's obligations concerning latent defects, fraud, indemnification, and other obligations that survive completion or acceptance shall not be limited by the stated warranty period.

B. Manufacturer and Supplier Warranties

The Contractor shall obtain and deliver to the Agency all manufacturer, supplier, installer, and Subcontractor warranties and guarantees required by the Contract Documents.

Such warranties shall:

1. Be issued in the Agency's name or assigned to the Agency when assignable;
2. Commence on the date required by the Contract Documents;
3. Include all required documentation, registration, and proof of purchase;
4. Identify applicable maintenance and operating requirements; and
5. Provide coverage not less than that required by the Contract Documents.

The Contractor shall be responsible for administering and enforcing manufacturer and supplier warranties during the Contractor's warranty period. The Agency's receipt or acceptance of a third-party warranty shall not reduce the Contractor's direct responsibility for the Work.

C. Notice of Defective Work

If the Agency discovers Defective Work during an applicable warranty or correction period, the Agency may provide written notice to the Contractor describing the condition and requiring investigation, correction, repair, or replacement.

The Contractor shall promptly investigate the reported condition and shall commence corrective action within the time stated in the Agency's notice. When the condition presents an immediate threat to safety, property, operations, or continued deterioration of the Work, the Contractor shall respond immediately.

The Agency's failure to provide notice during a warranty period shall not waive rights relating to latent defects, concealed defects, fraud, or other claims that survive under the Contract Documents or applicable law.

D. Correction of Work

The Contractor shall, at its own expense, promptly correct, remove, repair, or replace Defective Work and all damage resulting from the Defective Work or its correction.

The Contractor's responsibility shall include all necessary:

1. Investigation and testing;
2. Removal and disposal;
3. Labor, Materials, equipment, supervision, and transportation;
4. Access, excavation, demolition, and restoration;
5. Permits and inspections;
6. Protection of persons and property;

7. Correction of affected adjacent Work;
8. Manufacturer or supplier coordination; and
9. Retesting and verification of satisfactory performance.

Corrective Work shall comply with the Contract Documents and shall be scheduled and performed to minimize disruption to the Agency, the public, adjacent property, and ongoing operations.

E. Emergency Correction by the Agency

If Defective Work creates an emergency or immediate risk to persons, property, public services, or the Work, the Agency may take reasonable action to investigate, secure, repair, or correct the condition without first providing the Contractor an opportunity to perform the Work.

The Agency shall notify the Contractor as soon as reasonably practicable. The Contractor shall reimburse the Agency for reasonable costs resulting from Defective Work for which the Contractor is responsible.

Emergency action by the Agency shall not waive any warranty, correction, indemnity, or other right or remedy.

F. Contractor's Failure to Correct

If the Contractor fails to timely investigate or correct Defective Work, the Agency may, without waiving other rights or remedies:

1. Perform or arrange for the correction;
2. Remove and replace the Defective Work;
3. Repair damage to other Work or property;
4. Obtain additional inspection, testing, engineering, or consultant services;
5. Enforce applicable manufacturer, supplier, or Subcontractor warranties;
6. Withhold payment or retention;
7. Make demand upon the Performance Bond, when applicable; and
8. Recover all reasonable costs from the Contractor or Surety.

The Agency may deduct such costs from amounts otherwise due to the Contractor. If no sufficient amount remains unpaid, the Contractor shall reimburse the Agency upon demand.

G. Agency Acceptance of Nonconforming Work

The Agency may elect to accept Work that does not fully conform to the Contract Documents instead of requiring correction or replacement.

Acceptance of nonconforming Work may be conditioned upon:

1. An appropriate reduction in the Contract Price;
2. An extended warranty;
3. Additional maintenance or monitoring requirements;

4. Reimbursement of anticipated repair, replacement, or reduced-service-life costs; or
5. Other terms reasonably necessary to protect the Agency.

Acceptance of a particular nonconforming condition shall not waive the Contractor's obligations concerning any other Work.

H. Exclusions

The Contractor shall not be responsible under this Section for damage caused solely by:

1. Normal wear and tear;
2. Improper operation or maintenance by the Agency that is contrary to written instructions provided by the Contractor;
3. Unauthorized alterations performed by persons for whom the Contractor is not responsible; or
4. Abuse, vandalism, or casualty occurring after the Agency assumes responsibility for the Work.

The Contractor shall bear the burden of demonstrating that an asserted exclusion applies. An exclusion shall not apply when the Contractor's Defective Work caused or contributed to the condition.

I. No Limitation of Other Rights

Inspection, testing, Substantial Completion, Final Completion, acceptance, payment, use, occupancy, recording of a Notice of Completion, expiration of a warranty period, or failure to identify Defective Work shall not relieve the Contractor of responsibility for:

1. Latent or concealed defects;
2. Fraud, willful misconduct, or misrepresentation;
3. Indemnification obligations;
4. Violations of applicable law;
5. Manufacturer or supplier warranties of longer duration;
6. Defects subject to a longer limitation or repose period under applicable law; or
7. Any obligation that expressly survives completion, acceptance, or termination.

J. Warranty Documentation and Closeout

Before Final Completion, the Contractor shall submit a complete warranty package organized in a form acceptable to the Agency.

The package shall include:

1. A warranty index;
2. Contractor warranties;

3. Manufacturer, supplier, installer, and Subcontractor warranties;
4. Warranty commencement and expiration dates;
5. Contact information and claim procedures;
6. Required registrations and certificates;
7. Operations and maintenance requirements; and
8. Any other warranty documentation required by the Contract Documents.

Failure to submit complete warranty documentation may delay Final Completion, final payment, or release of retention.

7.16 Indemnification and Responsibility for Damage

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Agency, the City of La Quinta, the Coachella Valley Water District (CVWD), and their respective governing board members, officers, employees, agents, representatives, consultants, and volunteers from and against Claims, damages, losses, liabilities, penalties, fines, judgments, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or relating to the performance of the Work, but only to the extent caused by the acts or omissions of the Contractor or those for whom the Contractor is responsible.

The Contractor's obligations under this Section shall apply regardless of whether the Work has been completed, accepted, or paid for and shall survive completion, acceptance, final payment, suspension, or termination of the Contract.

A. Persons and Entities Covered

The persons and entities protected by this Section include the Agency and its governing board members, officers, employees, agents, representatives, consultants, construction managers, Engineers, Inspectors, and volunteers, each of whom is referred to in this Section as an "Indemnified Party."

The Contractor's indemnification obligations shall extend to Claims arising from the acts or omissions of the Contractor, its Subcontractors, suppliers, employees, agents, representatives, invitees, and any other person or entity performing any portion of the Work on behalf of or under the direction of the Contractor.

B. Claims Covered

The Contractor's obligations shall apply to Claims arising out of or relating to:

1. Bodily injury, sickness, disease, or death;
2. Injury to or destruction of tangible or intangible property, including loss of use;
3. Damage to the Work, existing improvements, utilities, adjacent property, or the work of others;
4. Defective Work;
5. Violation of applicable laws, regulations, permits, or governmental orders;

6. Release, discharge, handling, transportation, storage, or disposal of Hazardous Materials by the Contractor or those for whom it is responsible;
7. Infringement of patent, copyright, trademark, trade secret, or other intellectual-property rights arising from Materials, equipment, methods, or processes selected or provided by the Contractor;
8. Failure to pay wages, benefits, taxes, Subcontractors, suppliers, laborers, or other persons entitled to payment;
9. Stop Payment Notices, liens, penalties, assessments, or other payment-related Claims;
10. Damage resulting from the Contractor's construction means, methods, techniques, sequences, procedures, temporary works, or safety precautions;
11. Breach of the Contract; and
12. Any other act or omission of the Contractor or those for whom the Contractor is responsible.

C. Duty to Defend

Upon written tender by an Indemnified Party, the Contractor shall promptly provide a defense against any covered Claim through qualified counsel reasonably acceptable to the Agency.

The duty to defend is separate from and in addition to the duty to indemnify. The Contractor shall pay reasonable defense costs as they are incurred, subject to applicable law.

The Contractor shall not settle a Claim in a manner that:

1. Requires an admission of liability by an Indemnified Party;
2. Imposes an obligation upon an Indemnified Party;
3. Does not provide a complete release of the Indemnified Parties; or
4. Otherwise adversely affects an Indemnified Party, without the Agency's prior written consent.

If the Contractor fails to provide a timely defense, the Agency may defend the Claim and recover its reasonable defense costs from the Contractor, subject to applicable law.

D. Limitations Required by Law

The Contractor shall not be required to indemnify or defend an Indemnified Party against liability to the extent caused by that Indemnified Party's sole active negligence, willful misconduct, or other conduct for which indemnification is prohibited by applicable law.

When a Claim results from the concurrent acts or omissions of the Contractor and an Indemnified Party, the Contractor's obligations shall apply only to the extent permitted by applicable law.

Nothing in this Section shall be interpreted to require indemnification or defense beyond the extent enforceable under applicable law.

E. Design Professional Services

To the extent the Contractor or any Subcontractor performs professional design services, the obligation to indemnify an Indemnified Party for Claims arising from those professional services shall apply only to the extent caused by the negligence, recklessness, or willful misconduct of the design professional or those for whom the design professional is legally responsible.

Nothing in this subsection shall limit the Contractor's responsibility for construction means and methods, coordination, supervision, or Work performed in accordance with designs prepared by others.

F. Responsibility for Damage

The Contractor shall be responsible for loss of or damage to the Work, Materials, equipment, existing improvements, utilities, adjacent property, and other property caused by the Contractor or those for whom it is responsible.

The Contractor shall promptly repair or replace damaged property to the satisfaction of the Agency and the property owner. When immediate repair is necessary to protect persons, property, public services, or the Work, the Agency may perform or arrange for the repair and recover its reasonable costs from the Contractor.

The Contractor shall not be entitled to an adjustment of the Contract Price or Contract Time for repair or replacement required because of the Contractor's acts or omissions.

G. Protection of the Work

Until responsibility for the Work is expressly transferred to the Agency in writing, the Contractor shall bear the risk of loss of or damage to the Work, including Materials and equipment incorporated or intended for incorporation into the Work.

The Contractor shall protect the Work from theft, vandalism, fire, weather, water, construction operations, and other causes of damage and shall promptly restore damaged Work as required by the Contract Documents.

Agency occupancy, use, inspection, testing, payment, or partial possession shall not transfer responsibility for the Work except to the extent expressly stated in writing.

H. Claims by Employees

The Contractor's obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under Workers' Compensation, disability-benefit, employee-benefit, or similar laws.

The Contractor waives any immunity or limitation to the extent necessary to fulfill obligations that are enforceable under applicable law.

I. Insurance Not a Limitation

The Contractor's indemnification, defense, and responsibility-for-damage obligations are independent of and shall not be limited by:

1. The availability or amount of insurance;
2. The types or limits of insurance required by the Contract Documents;
3. The failure of an insurer to provide coverage;

4. The Agency's approval of insurance documents; or
5. Payments made by an insurer.

Insurance requirements shall not be interpreted as limiting the Contractor's liability under the Contract.

J. Notice and Cooperation

An Indemnified Party seeking protection under this Section shall provide the Contractor with reasonable notice of a Claim, subject to applicable law.

The Agency and other Indemnified Parties shall reasonably cooperate in the defense of a covered Claim at the Contractor's expense. Failure to provide immediate notice shall not relieve the Contractor of its obligations except to the extent the Contractor demonstrates material prejudice caused by the delay.

K. Enforcement Costs

The Contractor shall reimburse the Agency for reasonable attorneys' fees, consultant costs, expert fees, and other expenses incurred in enforcing the Contractor's obligations under this Section when the Agency is determined to be entitled to such recovery under the Contract Documents or applicable law.

L. Survival

The obligations contained in this Section shall survive Substantial Completion, Final Completion, acceptance, recording of a Notice of Completion, final payment, expiration of warranties, and suspension or termination of the Contract.

7.17 Miscellaneous Provisions

A. Governing Law and Venue

The Contract shall be governed by and interpreted in accordance with the laws of the State of California.

Any legal action or proceeding arising out of or relating to the Contract shall be filed in a court of competent jurisdiction in Riverside County, California, unless applicable law requires otherwise.

B. Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, permits, orders, and governmental requirements in performing the Work.

The Contractor shall be responsible for determining the legal requirements applicable to its operations and shall promptly notify the Agency Representative in writing if the Contractor believes any requirement of the Contract Documents conflicts with applicable law.

C. Notices

Notices required by the Contract Documents shall be in writing and delivered to the addresses identified in the Agreement or to any updated address provided by written notice.

Notice may be delivered by personal delivery, nationally recognized overnight delivery service, certified or registered mail, or electronic transmission when expressly permitted by the Contract Documents.

Notice shall be effective upon confirmed receipt, except where the Contract Documents or applicable law provide otherwise.

Routine Project communications, Submittals, meeting minutes, requests for information, and field correspondence shall not constitute formal notice of a Claim, change, default, termination, or other matter requiring specific written notice unless clearly identified as such.

D. Assignment

The Contractor shall not assign, transfer, delegate, or otherwise dispose of the Contract, any right or obligation under the Contract, or any payment due or to become due without the Agency's prior written consent.

Any attempted assignment or transfer without the required consent shall be void to the extent permitted by law.

The Agency's consent to an assignment shall not relieve the Contractor or Surety of any obligation or liability under the Contract unless the Agency expressly agrees otherwise in writing.

The Agency may assign the Contract or any right under the Contract to a successor public entity, funding agency, or other governmental entity as permitted by applicable law.

E. Independent Contractor

The Contractor is an independent contractor and not an employee, officer, agent, joint venturer, or partner of the Agency.

The Contractor shall have exclusive control over its employees, Subcontractors, suppliers, construction means and methods, and day-to-day performance of the Work, subject to the requirements of the Contract Documents.

Neither the Contractor nor any person performing Work on its behalf shall be entitled to employment benefits from the Agency.

F. No Third-Party Beneficiaries

The Contract is intended solely for the benefit of the Agency and the Contractor.

Except for the rights expressly provided to a Surety or an Indemnified Party, no Subcontractor, supplier, laborer, consultant, property owner, member of the public, or other person or entity shall be considered a third-party beneficiary of the Contract or have a direct right of action against the Agency under the Contract.

G. No Waiver

The Agency's failure or delay in enforcing any requirement, exercising any right, rejecting Defective Work, or requiring strict performance shall not constitute a waiver.

A waiver shall be effective only when expressly stated in writing signed by an authorized Agency representative. A waiver concerning one act, omission, condition, or requirement shall not constitute a continuing waiver or a waiver of any other act, omission, condition, or requirement.

Inspection, testing, approval, payment, occupancy, use, Substantial Completion, Final Completion, or acceptance shall not waive any requirement of the Contract Documents.

H. Cumulative Rights and Remedies

The rights and remedies provided by the Contract Documents are cumulative and in addition to all rights and remedies available under applicable law.

The exercise of one right or remedy shall not prevent the Agency from exercising another right or remedy arising from the same or a different event.

I. Severability

If any provision of the Contract Documents is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid, illegal, or unenforceable provision shall be interpreted or modified to the minimum extent necessary to make it enforceable while preserving its intended purpose, to the extent permitted by law.

J. Entire Agreement

The Contract Documents constitute the entire agreement between the Agency and the Contractor concerning the Project and supersede prior or contemporaneous negotiations, representations, communications, and agreements concerning the same subject matter.

The Contractor acknowledges that it has not relied upon any oral statement, representation, promise, or information that is not contained in the Contract Documents.

The Contract may be modified only through a written instrument authorized in accordance with the Contract Documents.

K. Headings and References

Section titles and headings are provided for convenience and shall not limit or alter the meaning of the Contract Documents.

References to a Section include its subsections unless the context requires otherwise. References to laws, regulations, codes, and standards include amendments and successor provisions applicable to the Work.

Unless the context requires otherwise:

1. The singular includes the plural and the plural includes the singular;
2. Words of any gender include all genders;
3. "Including" means "including without limitation";
4. "Or" is not necessarily exclusive; and
5. A requirement to perform an action includes the obligation to cause the action to be performed by persons for whom the Contractor is responsible.

L. Authority to Execute

Each person executing the Agreement or another Contract Document represents that the person has authority to bind the party on whose behalf the document is executed.

The Contractor shall provide evidence of such authority upon request by the Agency.

M. Successors and Permitted Assigns

The Contract shall bind and benefit the parties and their respective successors and permitted assigns.

No provision concerning successors or assigns shall authorize an assignment that is otherwise prohibited by the Contract Documents.

N. Counterparts and Electronic Signatures

The Agreement, Change Orders, amendments, and other Contract Documents may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one instrument.

Electronic signatures and electronically transmitted copies may be accepted to the extent authorized by the Agency and applicable law.

O. Records and Audit

The Contractor shall maintain complete and accurate records relating to the Contract, including accounting records, payroll records, invoices, Subcontractor records, procurement records, schedules, correspondence, Change Order documentation, and supporting information for payments and Claims.

The Agency, its authorized representatives, funding agencies, and governmental auditors shall have reasonable access to such records for inspection, copying, and audit.

In accordance with Government Code Section 8546.7, the Agency and the Contractor shall be subject to examination and audit by the California State Auditor, at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Contract.

The Contractor shall retain Contract records for at least three (3) years after final payment, or longer if required by applicable law, the funding source, or the Contract Documents. If an audit, Claim, dispute, investigation, or litigation remains unresolved at the end of the required retention period, the applicable records shall be retained until final resolution.

P. Confidentiality and Public Records

The Contractor shall not disclose confidential information received from the Agency except as required to perform the Work or as authorized in writing by the Agency.

The Contractor acknowledges that records relating to the Contract may be subject to disclosure under applicable public-records laws. The Agency shall determine whether requested records are subject to disclosure.

The Contractor shall clearly identify any information it considers confidential or exempt from disclosure and state the legal basis for the claimed exemption. Marking information as confidential shall not require the Agency to withhold it from disclosure.

Q. Ownership and Use of Project Documents

Upon payment for the applicable Work, reports, schedules, record drawings, manuals, photographs, data, calculations, and other Project documents prepared specifically for the Agency under the Contract shall become the property of the Agency, subject to any rights expressly reserved in the Contract Documents.

The Contractor shall obtain all permissions necessary for the Agency to use, reproduce, modify, maintain, and archive such documents for purposes related to the Project.

The Contractor shall remain responsible for the accuracy and completeness of documents it prepares notwithstanding the Agency's ownership or use of them.

R. Survival

Provisions that by their nature are intended to continue after Substantial Completion, Final Completion, acceptance, final payment, suspension, or termination shall survive, including provisions concerning warranties, correction of Work, indemnification, payment obligations, Claims, audit rights, record retention, confidentiality, and ownership of Project documents.

S. Task Orders

The Agency may issue Task Orders directing the Contractor to perform Work contemplated by the Contract.

Each Task Order shall be issued in writing and shall identify, as applicable, the scope and location of the Work, estimated or authorized quantities, applicable Contract pricing, time for performance, and any other requirements applicable to the Work.

The Contractor shall not proceed with Work subject to a Task Order until the Task Order has been issued by the Agency. Work performed without written authorization shall not be eligible for payment unless otherwise approved by the Agency in accordance with the Contract Documents.

Compensation for Work performed under a Task Order shall be determined using the applicable unit prices, lump-sum prices, or other pricing established in the Contract Documents and, where applicable, shall be based on the quantities of Work actually performed and accepted.

A Task Order issued for Work contemplated and priced under the Contract shall not, solely by reason of its issuance, constitute a Change Order. Any modification that exceeds the scope or pricing established by the Contract Documents shall be processed in accordance with the provisions governing Changes in the Work.

8. Special Provisions

8.1 General

The Special Provisions contain requirements specific to the Project and supplement or modify the General Conditions, Technical Specifications, Standard Specifications, Standard Plans, and other Contract Documents.

The Contractor shall comply with all Special Provisions applicable to the Project. In the event of a conflict between the Special Provisions and another Contract Document, the order of precedence established in **Section 7.3**, Contract Documents, Interpretation, and Order of Precedence, shall govern.

The Special Provisions shall be read together with the remaining Contract Documents and shall not relieve the Contractor of responsibility for performing all Work reasonably necessary to complete the Project.

8.2 Project-Specific Requirements

The Contractor shall comply with all requirements identified in this Section that are unique to the Project. Project-specific requirements supplement the other Contract Documents and shall be incorporated into the Contractor's planning, scheduling, pricing, coordination, and performance of the Work.

The Contractor shall review all project-specific requirements before commencing the affected Work and shall promptly notify the Agency Representative in writing of any conflict, ambiguity, omission, or inconsistency between this Section and another Contract Document.

Unless otherwise expressly stated, compliance with the requirements of this Section shall be included in the Contract Price and Contract Time.

A. Project Location and Limits of Work

The initial Work is located along the existing CV Link at the Adams Street undercrossing in the City of La Quinta. The limits of construction shall be as shown on the Plans/Reference Drawings. Contractor operations shall be confined to the identified limits of Work and other areas specifically authorized by the Agency. The Contractor shall protect existing CV Link improvements and adjacent facilities within and surrounding the Work area.

B. Site Access, Staging, and Storage

Contractor access to the Adams Street undercrossing shall be limited to routes and areas approved by the Agency. Staging, laydown, material storage, employee parking, and deliveries shall be confined to areas identified in the Contract Documents or otherwise approved in writing by the Agency. The Contractor shall not use adjacent roadway, private property, landscaped areas, or other portions of the CV Link outside the approved work area for staging, storage, parking, or access without prior authorization.

C. Working Hours and Work Restrictions

Work shall be performed during the days and hours permitted by the Contract Documents and applicable requirements of the Agency and the City of La Quinta. Work outside approved hours, including nighttime, weekend, or holiday work, shall require prior approval where applicable. The

Contractor shall comply with all applicable noise restrictions and shall minimize impacts to CV Link users and adjacent properties.

D. Traffic, Pedestrian, and Public Access

The Contractor shall provide and maintain all temporary traffic control necessary to safely accommodate CV Link users through or around the Work area. Access for all authorized users of the CV Link shall be maintained to the maximum extent practicable. Any temporary or partial closure, or restriction of the CV Link shall be coordinated with and approved by the Agency in advance and shall include appropriate signs, barricades, and other traffic control devices in accordance with the Contract Documents and the California Manual of Uniform Traffic Control Devices (CA MUTCD). The Contractor shall maintain emergency access at all times. Contractor shall maintain full access to CV Link users outside work hours.

E. Coordination Requirements

The Contractor shall coordinate the Work with CVAG, the City of La Quinta, the Coachella Valley Water District (CVWD), and, as applicable, utility owners, property owners, consultants, and other entities having jurisdiction over or facilities within the Project area. The Contractor shall also coordinate its activities to avoid conflicts with ongoing CV Link operations and other authorized work within or adjacent to the Project area.

F. Existing Facilities and Ongoing Operations

The Contractor shall protect and maintain existing CV Link facilities and public operations within and adjacent to the Project area throughout construction. Existing utilities, drainage facilities, roadway and trail improvements, lighting, signage, and other facilities shall remain in service unless otherwise authorized by the Agency and the agency or utility having jurisdiction. Any required temporary shutdown, interruption, or relocation shall be coordinated in advance with the Agency and the affected agency or utility, and the Contractor shall restore affected facilities to their preconstruction condition or as otherwise required by the Contract Documents.

G. Environmental and Permit Requirements

The Contractor shall comply with all project-specific environmental commitments, permit conditions, and mitigation requirements identified in the Contract Documents and applicable to the Work at the Adams Street undercrossing. CVAG anticipates that, at a minimum, the Contractor will be required to obtain a Construction Encroachment Permit from CVWD. The Contractor shall be responsible for confirming and obtaining all permits, approvals, fees, and authorizations required by CVWD and other agencies having jurisdiction over the Work.

H. Project Specific Insurance and Additional Insureds

In addition to the Additional Insureds required by Article 9 of the Agreement, Contractor shall name the following persons and entities as Additional Insureds for ongoing and completed operations:

1. City of La Quinta
2. Coachella Valley Water District (CVWD)

I. Description of Bid Items

The following bid item descriptions supplement the Bid Schedule and identify the work included in each bid item. Unless otherwise expressly stated, each bid item shall include full compensation for all labor, materials, equipment, tools, supervision, coordination, incidentals, and other work necessary to complete the applicable bid item in accordance with the Contract Documents.

Bid Item 1 – Mobilization/Demobilization

This bid item shall include full compensation for all labor, materials, tools, equipment, and incidentals associated with mobilization and demobilization, including insurance, bonds, licenses, permits and fees, shop drawings, moving personnel and equipment onto and off the site, preparation of the project schedule and project phasing, supervision, coordination with other contractors, meetings, and preparation of as-built plans required to perform the work indicated in the Plans/Reference Drawings and Specifications.

This bid item shall also include all labor, equipment, materials, and incidentals required to mobilize the necessary equipment, materials, and personnel to the site; establish and maintain required staging and temporary facilities; clean and restore the site; demobilize and remove equipment, materials, temporary facilities, and staging; and complete all associated and appurtenant work in accordance with Section 8.3.A, the applicable Caltrans Standard Specifications, and the Contract Documents. No additional compensation shall be made.

Bid Item 2 – Cable Railing Installation – Adams Street Undercrossing, Type C

This bid item shall include full compensation for all labor, equipment, materials, tools, and incidentals required to furnish and install Type C cable railing at the Adams Street undercrossing, as shown in the Plans/Reference Drawings and the “Cable Railing – Type C Detail” in Appendix D. The cable railing shall be affixed to the existing concrete surface in accordance with the “Cable Rail Base Plate w/ Wedge Anchors” detail rather than installed with new concrete embedment. Cable railing shall conform to Section 83-2.10 of the Caltrans Standard Specifications and shall be installed in accordance with the Contract Documents.

This bid item shall also include full compensation for preparation and submittal of traffic control plans and obtaining required approvals from the City of La Quinta, CVWD, CVAG, and other agencies having jurisdiction; handling pedestrian and vehicular traffic; furnishing flaggers and other personnel necessary to safely control traffic; and furnishing all tools, equipment, materials, and incidentals necessary to stage, construct, furnish, place, remove, store, maintain, and relocate required traffic control devices. The bid item shall include installation and removal of all required temporary striping and signing, changeable message signs for travel conditions and advance project warning, and all associated and appurtenant work required by the Standard Specifications, Specifications, and other Contract Documents.

This bid item shall also include full compensation for preparation and delivery to CVAG of accurate as-built plans showing the locations of all improvements installed or modified as part of the work. No additional compensation shall be made.

Additive Alternate Bid Item A-1 – Task Order Mobilization/Demobilization, Per Task Order

This bid item shall compensate the Contractor for mobilization and demobilization associated with work authorized under an individual Task Order, as described in Section 8.3.A and Bid Item 1. Payment for this bid item shall be made once for each Task Order for which mobilization and demobilization are required. Task Order mobilization and demobilization are separate from mobilization and demobilization for the initial work. No additional compensation shall be made.

Additive Alternate Bid Item A-2 – Cable Railing Type A

This bid item establishes an additive unit price for furnishing and installing Type A cable railing at locations identified by CVAG and authorized through individual Task Orders.

This bid item shall include full compensation for all labor, equipment, materials, tools, and incidentals required to furnish and install Type A cable railing as shown in the applicable Plans/Reference Drawings and the “Cable Railing – Type A Detail” sheets in Appendix D. Cable railing shall conform to Section 83-2.10 of the Caltrans Standard Specifications and shall be installed in accordance with the Contract Documents.

This bid item shall also include full compensation for preparation and submittal of traffic control plans and obtaining required approvals from CVAG and other agencies having jurisdiction; handling pedestrian and vehicular traffic; furnishing flaggers and other personnel necessary to safely control traffic; and furnishing all tools, equipment, materials, and incidentals necessary to stage, construct, furnish, place, remove, store, maintain, and relocate required traffic control devices. The bid item shall include installation and removal of all required temporary striping and signing, changeable message signs for travel conditions and advance project warning, and all associated and appurtenant work required by the Standard Specifications, Specifications, and other Contract Documents.

This bid item shall also include full compensation for preparation and delivery to CVAG of accurate as-built plans showing the locations of all improvements installed or modified as part of the work. No additional compensation shall be made.

Additive Alternate Bid Item A-3 – Cable Railing Type B

This bid item establishes an additive unit price for furnishing and installing Type B cable railing at locations identified by CVAG and authorized through individual Task Orders.

This bid item shall include full compensation for all labor, equipment, materials, tools, and incidentals required to furnish and install Type B cable railing as shown in the applicable Plans/Reference Drawings and the “Cable Railing – Type B Detail” in Appendix D. The cable railing shall be affixed to the existing concrete surface in accordance with the “Cable Rail Base Plate w/ Wedge Anchors” detail rather than installed with new concrete embedment. Cable railing shall conform to Section 83-2.10 of the Caltrans Standard Specifications and shall be installed in accordance with the Contract Documents.

This bid item shall also include full compensation for preparation and submittal of traffic control plans and obtaining required approvals from CVAG and other agencies having jurisdiction; handling pedestrian and vehicular traffic; furnishing flaggers and other personnel necessary to safely control traffic; and furnishing all tools, equipment, materials, and incidentals necessary to stage, construct, furnish, place, remove, store, maintain, and relocate required traffic control devices. The bid item shall include installation and removal of all required temporary striping and signing, changeable message signs for travel conditions and advance project warning, and all associated and appurtenant work required by the Standard Specifications, Specifications, and other Contract Documents.

This bid item shall also include full compensation for preparation and delivery to CVAG of accurate as-built plans showing the locations of all improvements installed or modified as part of the work. No additional compensation shall be made.

Additive Alternate Bid Item A-4 – Cable Railing Type C

This bid item establishes an additive unit price for furnishing and installing Type C cable railing at locations identified by CVAG and authorized through individual Task Orders.

This bid item shall include full compensation for all labor, equipment, materials, tools, and incidentals required to furnish and install Type C cable railing as shown in the applicable Plans/Reference Drawings and the “Cable Railing – Type C Detail” in Appendix D. The cable railing shall be affixed to the existing concrete surface in accordance with the “Cable Rail Base Plate w/ Wedge Anchors” detail rather than installed with new concrete embedment. Cable railing shall conform to Section 83-2.10 of the Caltrans Standard Specifications and shall be installed in accordance with the Contract Documents.

This bid item shall also include full compensation for preparation and submittal of traffic control plans and obtaining required approvals from CVAG and other agencies having jurisdiction; handling pedestrian and vehicular traffic; furnishing flaggers and other personnel necessary to safely control traffic; and furnishing all tools, equipment, materials, and incidentals necessary to stage, construct, furnish, place, remove, store, maintain, and relocate required traffic control devices. The bid item shall include installation and removal of all required temporary striping and signing, changeable message signs for travel conditions and advance project warning, and all associated and appurtenant work required by the Standard Specifications, Specifications, and other Contract Documents.

This bid item shall also include full compensation for preparation and delivery to CVAG of accurate as-built plans showing the locations of all improvements installed or modified as part of the work. No additional compensation shall be made.

8.3 Modifications to the General Conditions

The provisions in this Section modify, supplement, or replace specified provisions of Section 7, General Conditions, for this Project only.

Except as expressly modified by this Section, all provisions of the General Conditions shall remain in full force and effect.

Each modification shall identify the applicable General Conditions section and clearly state whether the provision is being added, deleted, revised, or replaced. Modifications shall be interpreted together with the remaining Contract Documents and in accordance with Section 7.3, Contract Documents, Interpretation, and Order of Precedence.

A. Additions to the General Conditions

1. Mobilization

Section 7.8.K, “Mobilization,” is supplemented as follows:

The Mobilization Bid item applicable to the initial Work shall compensate the Contractor for Mobilization and Demobilization associated with the initial Adams Street Work in accordance with Section 7.8.K and the Bid Schedule.

Where the Bid Schedule includes a separate Task Order Mobilization/Demobilization Bid item, such item shall compensate the Contractor for Mobilization and Demobilization associated with Work authorized under an individual Task Order and shall be payable once per Task Order. Task Order Mobilization/Demobilization is separate from Mobilization/Demobilization for the initial Work.

2. Task Order Cable Railing Work

Section 7.17, “Miscellaneous Provisions,” is supplemented as follows:

Additional cable railing Work may be authorized by the Agency during the Contract term through issuance of a Task Order. Each Task Order shall identify the location, limits of Work, applicable cable railing configuration, authorized quantity, and time for performance.

Compensation for Task Order Work shall be based on the applicable Bid Schedule unit prices and the actual quantities of Work performed and accepted, together with the applicable Task Order Mobilization/Demobilization Bid item.

Estimated quantities shown in the Bid Schedule for Task Order Work are provided for bidding and price comparison purposes only and do not constitute a guarantee that any minimum quantity of Task Order Work will be authorized.

All cable railing Work shall conform to the applicable Plans/Reference Drawings, details, specifications, and Contract Documents.

B. No Other Modifications

Unless expressly stated in this Section, the General Conditions are not modified by the Special Provisions.

9. Plans/Reference Drawings

The Plans/Reference Drawings identify the location, dimensions, configuration, quantities, details, and other requirements of the Work and are incorporated into and made part of the Contract Documents.

The Contractor shall perform the Work in accordance with the Plans/Reference Drawings, together with the Special Provisions, General Conditions, Standard Plans, Standard Specifications, and all other applicable Contract Documents.

The Contractor shall verify dimensions, elevations, grades, locations, and existing conditions before commencing affected Work. The Contractor shall promptly notify the Agency Representative in writing of any conflict, discrepancy, ambiguity, error, or omission discovered in the Plans/Reference Drawings and shall not proceed with the affected Work until written direction is received.

Written dimensions shall govern over scaled dimensions. Detail drawings shall govern over general drawings. In the event of a conflict between the Plans/Reference Drawings and another Contract Document, the order of precedence established in Section 7.3, Contract Documents, Interpretation, and Order of Precedence, shall apply.

The Contractor shall maintain at the Site a current set of Plans/Reference Drawings incorporating all Addenda, approved changes, field directives, and other authorized revisions. The Contractor shall record changes made during construction and submit complete record drawings in accordance with the Contract Documents.

Plans/Reference Drawings are included as Appendix D.

10. Bid Form Attachments

The Bid Form Attachments identified in this Section are incorporated into and made a part of this IFB. Each Bidder shall complete, execute, and submit the applicable Bid Form Attachments with its Bid in accordance with Section 4, Bid Forms, and the other requirements of the Bidding Documents.

The Bid Form Attachments are as follows:

- **Attachment A – Bid Acknowledgement**
- **Attachment B – Bid Schedule**
- **Attachment C – Non-Collusion Declaration**
- **Attachment D – Contractor's Certificate Regarding Workers' Compensation**
- **Attachment E – Designation of Subcontractors**
- **Attachment F – Iran Contracting Certification**
- **Attachment G – Nondiscrimination and California Civil Rights Laws Certification**

Failure to submit a required Bid Form Attachment may result in the Bid being determined non-responsive or otherwise ineligible for award, subject to the provisions of this IFB and applicable law.

11. Appendices

The Appendices contain project-specific documents, requirements, reports, permits, determinations, and other information incorporated into or provided with the Contract Documents.

Unless expressly identified as being provided for reference only, each Appendix is incorporated into and made part of the Contract Documents. The Contractor shall review and comply with all requirements contained in the Appendices that are applicable to the Work.

If an Appendix is identified as a reference document or as being provided for informational purposes only, it shall be used subject to the limitations stated in the Contract Documents and shall not relieve the Contractor of its responsibility to investigate conditions, verify information, and perform the Work in accordance with the Contract Documents.

In the event of a conflict between an Appendix and another Contract Document, the order of precedence established in Section 7.3, Contract Documents, Interpretation, and Order of Precedence, shall govern.

The Appendices included with this IFB are as follows:

- **Appendix A – Construction Agreement**
- **Appendix B – Bid Bond Form**
- **Appendix C – Payment and Performance Bond Forms**
- **Appendix D – Plans/Reference Drawings**
- **Appendix E – Specifications**
- **Appendix F – Existing Conditions Photographs – Provided for Reference Only**