



## **ADDITIONAL BID DOCUMENTS**

### **BID PACKAGE #WDCPRD.2022.04.01**

PROJECT MANAGEMENT & COORDINATION

CONTRACT SECURITY (PERFORMANCE BOND)

CONSTRUCTION CONTRACT EXAMPLE

NOTICE TO PROCEED

PAYMENT PROCEDURES

INSURANCE REQUIREMENTS

WEAVERVILLE/DOUGLAS CITY PARKS & RECREATION DISTRICT RFP TERMS &  
CONDITIONS

# **PROJECT MANAGEMENT AND COORDINATION**

## **PART 1: GENERAL**

### 1.1 DESCRIPTION

- A This section details the Contractor and the Owners' responsibilities in coordinating efforts for this project

## **PART 2: PRODUCTS (not used)**

## **PART 3: EXECUTION**

### 3.1 CONTRACT DOCUMENTS

- A The Contractor and all subcontractors shall become completely familiar with the requirements of the contract documents.
- B In the event discrepancies or conflicts are encountered, notify the Owner immediately. Where there is a discrepancy, including referenced Codes, the documents requiring the strictest interpretation, higher quality, the greater quantity, or the more difficult work shall govern, unless otherwise determined by the Engineer.

### 3.2 REQUEST FOR INFORMATION/INTERPRETATION

- A Refer to Section 012613.
- B The Contractor will need to coordinate the sequencing of work so that Requests for Interpretation (RFI's) be submitted to the Engineer in a timely manner so as not to delay work.

### 3.3 UTILITIES

- A The Contractor will need to coordinate with all utility companies that must be relocated or have connection to in the project area. Coordination should include scheduling with utility companies when various stages of work may be performed and when potential shutdowns may occur.

### 3.4 PERMITS

- A The Contractor will need to coordinate with all permitting agencies with jurisdiction over this project. The Contractor shall coordinate any inspections necessary and schedule work around requirements of the permits. The Contractor shall be required to adhere to all of the requirements including all mitigation which may be required in these permits.

### 3.5 OWNER

A The Contractor shall coordinate with the Owner for all work to be performed.

### 3.6 INSTALLATION

A Coordination methods at the Project Site are the responsibility of the Contractor. The Owner may disapprove Work completed by the Contractor or data submitted by the Contractor, when in the Owner's judgment coordination has been inadequate to ensure the highest quality.

# **CONTRACT SECURITY – AWARDED BID**

## **SECTION 1 GENERAL**

### **1.1 Section Includes**

- A. The Construction Contract Security provided by the Contractor is a financial guarantee that the project will be satisfactorily completed at the cost of the bid amount to the Owner.

### **1.2 Submittals**

- A. A Contract Security will be required to be submitted to the Owner in concert with ratification of the Contract Agreement.

### **1.3 Measurement and Payment**

- A. Payment for the Construction Contract Security shall be paid as a lump sum amount, to be billed as an item under the first partial payment request for the project. The amount paid shall reflect the price provided in the Bid Schedule.

## **SECTION 2 PRODUCTS**

### **2.1 Construction Contract Security Types**

- A. Contract Security must be provided at a minimum of 100% of the total amount of the contract including all costs itemized per section 004100 and the cost of the security, if not also itemized per section 004100. The following four (4) types of contract security may be used to meet the construction guarantee for this project:
  - a. Performance Bond
  - b. Payment Bond

## **SECTION 3 EXECUTION**

- 3.1 Sample forms have been provided under this section, for convenience.

**PERFORMANCE BOND FORM (Example)**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name and Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Corporation Partnership or Individual) (Name and Address of  
Surety)

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hereinafter called Surety, are held and firmly bound unto the Weaverville/Douglas City Parks & Recreation District, hereinafter called Owner, in the penal sum of \_\_\_\_\_ \$ \_\_\_\_\_, being one-hundred percent (100%) of the contract amount in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the completion of the

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including the work as described under Section 011000 of the Contract Manual, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the TECHNICAL SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the TECHNICAL SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

(SEAL)

BY: \_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Principal Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.

# PAYMENT BOND (Example)

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name and Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_  
(Corporation Partnership or Individual) (Name and Address of Surety)

\_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto the Weaverville/Douglas City Parks & Recreation District, hereinafter called Owner, in the penal sum of \$ \_\_\_\_\_ representing one-hundred percent (100%) of the contract amount, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the completion of the \_\_\_\_\_ including the work as described under Section 011000 of the Contract Documents, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the TECHNICAL SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the TECHNICAL SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterpart one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(Name of Principle)

BY: \_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Principal Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.



## CONSTRUCTION CONTRACT

[EXAMPLE]

### WEAVERVILLE/DOUGLAS CITY PARKS & RECREATION DISTRICT (WDCPRD) CONSTRUCTION CONTRACT

This Contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the “Contractor”) and the Weaverville/Douglas City Parks &  
Recreation District (hereinafter called “Owner”).

The Contractor and the Owner agree as follows:

#### **Scope of Work:**

The Contractor shall furnish all labor, materials, equipment, supervision, services, and other pertinent components and perform and complete all work required for the Lowden Park Pool Aquatic Support Shed & Concrete Slab Project in the town of Weaverville, county of Trinity, State of California as described in length in Project Summary, Construction Note, Shed Notes, Cement Notes and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

#### **Agreed Contract Price:**

The Owner shall pay the Contractor for performance of the Contract, subject to any additions or deductions thereto, as provided in the Contract Documents.

Sum of: [write out dollar amount here] dollars (\$\_\_\_\_\_).

#### **Contract Documents:**

All of the parts together form the Contract. In the event that any provision of any part of this Contract conflicts with any provision part, the provision of the part first enumerated in this section shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the part of the Contract which each modifies.

#### **Construction Contract Security:**

The Contractor agrees to provide the Owner with a Construction Contract Security in accordance with Section 006100 within fourteen (14) calendar days after signing this Contract.

#### **Wage Rates:**

Prevailing wage rates will apply. Current Prevailing Wage Rates can be obtained from the CA Department of Industrial Relations (<http://www.dir.ca.gov/dir/databases.html>)  
Davis Bacon rates can obtain the current minimum prevailing wage rates at [www.wdol.gov](http://www.wdol.gov).

The higher of the two rates will apply for this project.

#### **Completion Date:**

The Contractor agrees to complete the Project to the Owner’s satisfaction within \_\_\_\_\_  
calendar days starting as indicated in the Notice to Proceed. Liquidated Damages will be enforced at \$2,500.00 for each consecutive calendar day beyond the contract completion date as provided in the General Provisions (Time for Completion and Liquidated Damages section).

**Insurance:**

The Contractor shall furnish evidence within fourteen (14) calendar days after signing this Contract of the following insurance coverage as required by Section 35 of the General Conditions:

1. General Liability
2. Automobile Liability Insurance
3. Workmen's Compensation Insurance
4. Builder's Risk Insurance

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed in Trinity Center, County of Trinity, State of California, as of the day and year written below.

CONTRACTOR

OWNER

License #: \_\_\_\_\_

Weaverville/Douglas City Parks &  
Recreation District

By: \_\_\_\_\_

By: Veronica Kelley-Albiez

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

Title: Executive Administrator, WDCPRD

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

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

Business Address:

Business Address:

Recreation District

Weaverville/Douglas City Parks &

PO Box 1453

Weaverville, CA 96093

**NOTICE TO PROCEED – [EXAMPLE]**

Dated: \_\_\_\_\_

Project: Lowden Park Pool Aquatic Support Shed & Concrete Slab Project

Owner: Weaverville/Douglas City Parks & Recreation District

Owner's Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are notified that the Contract times under the above contract are as follows:

Contract Start Date (on or Before) \_\_\_\_\_

Contract Time (Calendar Days) \_\_\_\_\_

Substantial Completion By \_\_\_\_\_

Days to Substantial Completion \_\_\_\_\_

Readiness for Final Payment By \_\_\_\_\_

Calendar Days to Readiness for Final Payment \_\_\_\_\_

\_\_\_\_\_  
Owner (please print or type)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

CC: Trinity County Building and Grounds Division

## **PAYMENT PROCEDURES**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - a. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

#### **1.03 DEFINITIONS**

- A. Schedule of Values: A statement furnished by the Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.

#### **1.04 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values.
  - a. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - i. Application for Payment forms with Continuation Sheets.
    - ii. Submittals Schedule.
  - b. Submit the Schedule of Values to the WDCPRD at the earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the bid schedule as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - a. Identification: Include the following Project identification on the Schedule of Values:
    - i. Project name and location.
    - ii. Project Number.
    - iii. Contractor's name and address.
  - b. Submit draft of HUD-51000 for HUD projects or AIA Document G703 Continuation Sheets for all other projects.
  - c. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - i. Related Specification Section or Division.
    - ii. Description of the Work.
    - iii. Name of subcontractor.
    - iv. Name of manufacturer or fabricator.
    - v. Name of supplier.
    - vi. Change Orders (numbers) that affect value.
    - vii. Dollar value.

1. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- d. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Bidding & Contracting Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- e. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- f. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - i. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- g. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- h. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - i. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- i. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by the Owner.
  - a. Initial Application for Payment, Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between the Owner and the Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use forms provided by the Owner.
- D. Application Preparation: Complete every entry on the form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.
  - a. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions are made.
  - b. Include amounts of Change Orders and Construction Change Directives issued before the last day of the construction period covered by the application.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien or conditional releases from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

- a. Submit partial waivers on each item for the amounts requested in previous applications, after deduction for retention, on each item.
  - b. When an application shows completion of an item, submit final or full waivers.
  - c. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - d. Waiver Forms: Submit waivers of lien or conditional releases on forms, executed in a manner acceptable to the Owner.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
- a. Submit partial waivers on each item for amounts requested in previous applications, after deduction for retention, on each item.
  - b. When an application shows completion of an item, submit final or full waivers.
  - c. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - d. Submit final Application for Payment with or proceeded by final waivers or Unconditional Releases from every entity involved with performance of the Work covered by the application whom is lawfully entitled to a lien.
  - e. Waiver Forms: Submit waivers of lien or Unconditional Releases on forms, executed in a manner acceptable to the Engineer.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following if applicable:
- a. Schedule of Values.
  - b. Contractor's Construction Schedule.
  - c. Products list.
  - d. Schedule of unit prices.
  - e. List of Contractor's staff assignments.
  - f. List of Contractor's principal consultants.
  - g. Copies of building permits (if applicable).
  - h. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - i. Initial progress report.
  - j. Report of preconstruction conference.
  - k. Certificates of insurance and insurance policies.
  - l. Construction Contract Security.
  - m. Data needed to acquire Owner's insurance.
  - n. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete.
- a. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- I. Owner will maintain 10% of Bid award contingency to be paid upon all final Local and/or State approvals for final project have been completed. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - a. Evidence of completion of Project closeout requirements.
  - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - c. Updated final statement, accounting for final changes to the Contract Sum.
  - d. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - e. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - f. AIA Document G707, "Consent of Surety to Final Payment."
  - g. Evidence that claims have been settled.
  - h. Final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - i. Final, liquidated damages settlement statement.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**Weaverville/Douglas City Parks & Recreation District  
(WDCPRD)**

**INSURANCE REQUIREMENTS FOR CONTRACTORS /  
VENDORS**

(Non-Consultant) CONTRACTS UNDER \$100,000

**Contractors/Vendors must provide WDCPRD with a Certificate of Insurance evidencing the following coverage's prior to commencement of services. Documentation must be received and approved by WDCPRD in advance of work/services performed.**

<b>REQUIRED MINIMUM LIMITS OF INSURANCE</b>	
<b>Commercial General Liability</b> <i>(Form CG001 or equivalent occurrence form.)</i>	<b>\$1,000,000 Per Occurrence \$2,000,000 Aggregate (per project)</b>
<b>Business Automobile Liability</b> <i>including owned, non-owned and hired automobiles.</i>	<b>\$1,000,000 Per Accident for Bodily Injury &amp; Property Damage</b>
<b>Workers Compensation Insurance</b> <i>Can be waived if no employees and qualifies as an independent contractor. Attach proof of exemption if applicable.</i>	<b>As required under California State Law</b>
<b>CERTIFICATE HOLDER &amp; MAILING ADDRESS</b>	
Weaverville/Douglas City Parks & Recreation District 101 Park Ave., Bldg 3, PO Box 1453 Weaverville, CA 96093 Trinity County P.O. Box 2700 Weaverville, CA 96093 Email: <a href="mailto:veronica@wdcprd.com">veronica@wdcprd.com</a>	
<b>ADDITIONAL INSURED &amp; ENDORSEMENT REQUIREMENTS</b>	
<b>A separate endorsement must be attached to Certificate of Insurance</b>	
<b>Additional Insured Endorsement</b>	<b>Additional Insured Endorsement Must Include:</b>
<b>General Liability:</b> CG2010 11/85 or equivalent form including ongoing & completed operations.	Weaverville/Douglas City Parks & Recreation District and Trinity County, its elected or appointed officials, employees, agents & volunteers.
<b>Auto Additional Insured:</b> Required if vehicle is driven on school property.	
<b>Primary Insurance</b>	<b>Primary Endorsement Form Must Include:</b> The Contractor/Vendor's insurance coverage shall be primary. Any coverage/insurance maintained by Weaverville/Douglas City Parks & Recreation District and Trinity County, its elected or appointed officials, employees, agents and volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.



<b>Waiver of Subrogation</b>	Contractor's General Liability & Workers' Compensation Policies shall provide a Waiver of Subrogation in favor of Weaverville/Douglas City Parks & Recreation District and Trinity County.
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**Other Requirements:**

1. WDCPRD reserves the right to require complete, certified copies of all insurance policies including endorsements effecting the coverage required by these specifications at any time.
2. Self-insurance and self-insured retentions must be approved by WDCPRD.
3. Contractor/Vendor's insurer(s) shall have an A.M. Best rating of at least A:VII unless otherwise agreed to by WDCPRD.

**Weaverville/Douglas City Parks & Recreation District, California (WDCPRD):  
Request for Quotation Terms and Conditions**

1. GENERAL: All information requested of the Bidder/Supplier/Contractor (Bidder) by the Weaverville/Douglas City Parks & Recreation District (District) shall be entered in the appropriate space(s) on this form unless specified otherwise. Failure to do so may disqualify your quotation. Print or

type all entries in black or blue ink.

~ Quotation MUST be received by no later than the day and hour indicated on the front of the form.

~ Bidder is allowed the option of submitting quotation by facsimile, knowing that electronic transmission does not guarantee receipt by the District. It is the Bidder's responsibility to confirm District's receipt of all faxed quotations and related/required documents.

~ All quotes shall be signed by an authorized party, whose title shall be clearly indicated.

~ Prices shall remain in effect for 45 calendar days from the quotation's due date.

~ Any Bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled deadline that is stated on the face of the Quotation Request form.

~ The Bidder will not be allowed to take advantage of any error or omission that may be in any Specifications that are a part of this Quotation Request. All known parties will receive full instructions when a material error or omission is discovered.

~ Bidder's product or service quoted will comply with all applicable requirements of Trinity County Ordinances, and all applicable State and Federal laws.

~ Time of delivery, or project completion date shall be stated as the number of calendar days following receipt of any resulting purchase order/contract, to the date District receives compliant product or completion of service.

~ Payment terms will be considered as Net 30 calendar days if no cash discount is shown.

~ Delivery is F.O.B. Weaverville/Douglas City Parks & Recreation District, Supplier is responsible for all preparation/handling and transportation costs.

2. SPECIFICATION COMPLIANCE: Quotations must comply in all respects with specifications.

~ If prospective Bidder is in doubt as to the true meaning of any part of this Quotation Request or "Specifications", or finds discrepancies in or omissions in the same, it may submit to the District a written request for an interpretation or a correction thereof. Any subsequent interpretations or corrections of the proposed documents shall be made only by formal addendum mailed, faxed or otherwise made available electronically to all known parties receiving the original set of related documents. Such addendum shall be considered as part of any resulting contract award.

~ If the Bidder has indicated that the product and/or service offered does not comply in all respects with the Specifications, then it must list in detail any and all deviations, regardless of Bidder's assertion that such products and/or services are equivalent. The District shall have the final say in determining whether or not the product/service offered is to be considered as equal to that which has been specified.

~ All equipment is to be new and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.

3. BRAND NAMES: Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality required. When brand, number, and/or level of quality are not stated by the Bidder, it is understood that the offer is exactly as specified in the Quotation Request.

~ Equal items will be considered, provided the offer clearly describes the article. Offers for equal items shall

state the brand and number, or level of quality. If offer is based upon a manufacturer's product other than as specified in the Quotation Request, Bidder must include descriptive literature and/or

technical specifications with its offer.

~ If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Bidder.

4. SAMPLES: Samples of articles, when required, shall be furnished free of cost of any sort to the District.

~ Samples of articles selected may be retained for future comparison. ~ Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request, at Bidder's expense.

5. AWARDS: Weaverville/Douglas City Parks & Recreation reserves the right: (1) to award bids received on

the basis of individual items, or groups of items, or on the entire list of items unless this right is denied by the Bidder in its quotation; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the District. The District's decision shall be final.

~ Time of delivery or completion of service may be a consideration in determining award.

~ Cash discounts offered for payment in less than 20 calendar days will not be considered as a basis for award.

~ Proof of any required insurance, bonds or licenses may be a factor in determining award.

~ Prices paid by the District shall be considered the prevailing market price at the time such purchase is made.

6. RIGHT TO AUDIT: Weaverville/Douglas City Parks & Recreation District reserves the right to verify, by

examination of the Bidder's records, all invoiced amounts when firm prices are not set forth in any resulting purchase agreement.

7. ASSIGNMENT OF CONTRACT: No assignment by the Bidder of any contract entered into hereunder or any part thereof, or of funds to be received thereunder by the Bidder, will be recognized by the District unless such assignment has had prior written approval from the District and surety has been given due notice of such assignment in writing and has consented in writing.

8. INDEMNITY: Bidder hereby agrees to protect, defend, indemnify and hold harmless, District, Trinity County, its officers, elected and appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgements, demands, penalties, fines, defense costs, and consequential damage or liability of any kind or nature, however caused, arising directly or indirectly out of the obligations or

operations herein undertaken by Bidder, caused in whole or in part by any act or omission of the Bidder, any subcontractors, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active

negligence, sole negligence or willful misconduct of the District. Bidder will conduct all defense at its sole cost and expense and the District shall have the right to approve or disapprove Bidder's legal counsel. District shall be reimbursed for all costs and attorneys' fees incurred by the District in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The

policy limits do not act as a limitation upon the amount of the indemnification to be provided by Contractor.

9. DEFAULT BY BIDDER: In case of default by the Bidder on any purchase order or contract award resulting from this Quotation Request, the District may procure the articles or services from other

sources and may deduct from any monies due, or that may thereafter become due to the Bidder, the difference between the price named in the contract or purchase order and actual cost thereof to the District.

~ Bidder shall not be held accountable for reasonable delay incurred as a result of Force Majeure. Bidder must notify the District immediately upon knowing that non-performance or delay will apply to any contract resulting from the Quotation Request whether as a result of Force Majeure or not. At that time Bidder is to submit in writing a Recovery Plan. If the Recovery Plan is not acceptable to the District, or not received within 10 calendar days of the necessary notification of, then the District may cancel the remaining balance in its entirety and at no cost to the District, owing only for goods and services completed to that point. District shall not be liable for lost profits, implied or express damages or consequential damages.

10. **COMMERCIAL WARRANTY:** The Bidder agrees that the supplies and/or services to be furnished shall be covered by the most favorable warranties the Bidder gives to any customer and that the rights and remedies provided herein are in addition to, and do not limit any rights afforded to the District by any other clause of a contract awarded hereunder.

11. **LOCAL PREFERENCE:** For the purchase of taxable goods, the District provides a five percent (5%) preference wherein the lowest local bidder which submits a bid within five percent (5%) of the lowest bid has the ability to match the lowest bid, if such bid is submitted from a non-Trinity County bidder. To qualify for the preference, the local bidder must have a place of business with a physical address located within the jurisdictional limits of the County of Trinity.

12. **NON-DISCRIMINATION:** Except as provided in section 12940 et. Seq. of the Government Code, Bidder shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or gender, nor refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or to discriminate against the person in compensation or in terms, conditions or privileges of employment. The Bidder shall insert in all their subcontracts for any work awarded as a result of this Quotation Request this non-discrimination clause.

13. **GOVERNING LAW:** Any action filed regarding the award of the Quote/Bid/Proposal must be filed with the Superior Court of the County of Trinity, California. Any subsequent agreement shall be deemed to have been entered into in Weaverille, California; all questions of the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to the agreement shall be governed by California law; and any action brought by either party to enforce any of the terms of the agreement shall be filed with the Superior Court of the County of Shasta, California.

14. **ATTORNEYS' FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's legal costs and expenses (including reasonable attorneys' fees).

15. **CONTRACT TERMINATION:** The District may, by giving ten (10) calendar days written notice to the Supplier, terminate this contract prior to the designated completion date for due cause. Due cause for termination shall be, but not limited to, the best interests of the District, failure of the product to meet specifications, and/or for reasons of unsatisfactory service. The District may, upon giving thirty (30) calendar days written notice to Supplier, terminate the contract without cause.

16. **CHANGE ORDERS:** The District reserves the right at any time to make written changes within the general scope of the contract. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of the contract, an equitable adjustment shall be

made in the contract price, delivery schedule, or both. Any claim by Supplier for adjustment in this cause must be approved by the District's authorized representative(s) in writing (formal change order, amendment, or revision) before Supplier proceeds with such change.

17. PUBLIC INFORMATION: All submitted bids and information included therein or attached thereto shall become public record upon their delivery to the District. Bids may be reviewed by outside interested parties after all bids received for a particular project have been reviewed and the intended awardee has been selected. By submission of a bid, Vendor understands and agrees that the Weaverville/Douglas City Parks & Recreation District is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the bid submitted by Vendor may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The District reserves sole discretion to determine whether disclosure is necessary under State law, and Vendor hereby releases District from all liability relating to such disclosure. District shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.