Project Terms and Conditions

Western Gateway Recreation and Park District | Ballfield Rehabilitation | RE-29-001

This is a separate reference document in the bid package. Read it with the Instructions to Bidders and Project Scope before completing your Bid Submission Form. Return only the Bid Submission Form and any necessary continuation sheets. The agreement and bonds in this document are completed only after intended award. Requirements are not waived.

2. Instructions To Bidders

2.1. Bid Documents. Review the Instructions to Bidders and Project Scope, this document, the Bid Submission Form and every issued addendum. Together they are the complete solicitation and contract requirements. A bid is an offer to perform all work required by these documents.

2.2. Sod Base Bid and Seed/Hydroseed Deduction. Include Field 1 sod in the base bid. Price each field and add the single fixed irrigation allowance. Separately state Deductive Alternate 1: the net credit to substitute seed or hydroseed on the same Field 1 area, including all substitute preparation and establishment costs. Enter a positive deduction or $0 if no reduction. State both complete project totals. Fields 2 and 3 remain included. Complete every required price; a missing price may render the bid nonresponsive.

2.3. Site Examination. Bidders are responsible for examining site conditions, access, irrigation, and stated work limits. A site visit is strongly encouraged; arrange it by appointment through Doug. All bidders shall use the same District-issued repair areas and approximate quantities. Oral statements do not change the bid documents.

2.4. Questions and Addenda. Technical and administrative assistance is available to all prospective bidders on equal terms through Doug Fleming at doug@grantage.org until the published question deadline. Assistance explains the forms, submission process and District-issued scope; it does not include preparing estimates, recommending prices, signing certifications or waiving requirements. Any optional forms or site session will be announced to all plan holders. Material questions and answers will be shared in writing with all plan holders, without disclosing confidential bidder pricing. Document changes will be made only by written addendum. Oral explanations do not modify the documents. Each bidder remains responsible for its bid and must acknowledge every addendum.

2.5. Bid Delivery. Return the completed and signed Bid Submission Form, including required continuation sheets, in a sealed envelope marked “Western Gateway Ballfield Rehabilitation Bid.” Use the closing date, time and delivery instructions in the Instructions to Bidders and Project Scope. The District is not responsible for late delivery.

2.6. Bid Validity. Bids remain valid for 60 calendar days after opening.

2.7. License and DIR Registration. The prime contractor must hold a current California C-27 license. Contractor and subcontractors must hold all licenses and DIR registrations required for their work. Labor Code section 1771.1 applies, including its statutory exceptions and correction procedures; nothing in this package eliminates those rights.

2.8. Prevailing Wages. Pay not less than the applicable California general prevailing wage rates and predetermined increases for Nevada County for each labor classification. There is no single project-wide hourly rate.

2.9. Bid Security. No bid bond or other bid security is required.

2.10. Contract Security. Within 10 calendar days after notice of intended award, the apparent successful bidder must deliver a 100% performance bond, 100% payment bond, signed agreement, insurance certificate, and required endorsements.

2.11. Subcontractors. List each subcontractor required by Public Contract Code section 4104, including each subcontractor performing work exceeding one-half of one percent of the total bid. Give the name, business location, work portion, CSLB license, and DIR registration. Statutory correction and substitution procedures apply.

2.12. Responsiveness. A bid may be rejected if late, unsigned, conditional, materially incomplete, or otherwise nonresponsive. License and registration requirements are subject to applicable statutory exceptions and correction procedures. The District may waive only immaterial irregularities as permitted by law.

2.13. Award. Under Public Contract Code section 20103.8(a), the District will determine the lowest bid using the combined SOD base bid, including the fixed irrigation allowance, without considering Deductive Alternate 1. Award, if made, will be to the lowest responsible responsive bidder determined on that basis. The District may accept that bidder's listed seed/hydroseed deduction without reranking bidders. No award will exceed the available $120,729.62. The District may investigate responsibility, waive immaterial irregularities, reject all bids and readvertise as permitted by law.

2.14. Preliminary Proposals. Any estimate, proposal, or discussion received before formal issuance of this package is preliminary information only and is not a bid. Only a bid submitted on these forms by the deadline will be considered.

Current Wage Determination

Use the applicable California general prevailing wage determinations for Nevada County, including corrections and predetermined increases, effective on the first advertisement date, October 29, 2026. The current published DIR series is 2026-2. Copies of the applicable determinations are on file at the District's principal office and available to any interested party on request. Contractor shall use the correct classification for each activity, including establishment work, and comply with applicable scope, holiday, travel, subsistence and apprentice provisions. DIR: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Bidder Responsibility Information (apparent low bidder only)

The apparent low bidder shall provide years in business and contacts for two comparable athletic-field or turf-rehabilitation projects completed within the last five years within three business days after the District's written request, subject to any uniformly applied extension permitted by law. This information is not required in the sealed bid.

7. Scope Of Work And Technical Requirements

7.1 Project Intent

Concentrate the principal rehabilitation on Field 1. Provide limited, defined outfield repairs on Field 2 and infield repairs on Field 3 so each field receives a usable improvement. The preferred base treatment on Field 1 is sod. Deductive Alternate 1 substitutes seed or hydroseed on that same Field 1 area only. Neither Field 2 nor Field 3 receives full-field replacement. Ball-containment netting, bleachers, lighting, and unrelated RV Park work are excluded.

7.2 General Requirements

- Coordinate all work with the District and protect park users, adjacent improvements, fences, dugouts, utilities, infields, and areas outside the work limits.
- Verify access and visible conditions before bidding. The District will issue one common written description or marked sketch establishing the Field 1 boundary and the Field 2 and Field 3 repair limits and approximate quantities. All bidders shall price that same scope. Issue this clarification by addendum before bids are due; extend the deadline if needed for a material scope change. Bidders shall not independently select different repair areas or quantities.
- Before disturbing the fields, comply with applicable excavation notification and utility-location requirements, including contacting the regional notification center when required. Coordinate utility marking with the District, protect existing facilities, and test the irrigation system with its representative present. Record existing defects before work.
- Provide all mobilization, supervision, traffic and pedestrian control, temporary barriers, disposal, erosion and dust control, cleanup, and restoration needed for complete work.
- Use licensed or otherwise legally qualified personnel for pesticide or herbicide application. Follow all labels, notices, reentry periods, and applicable laws. Prevent drift and damage to retained turf and park property.
- Submit the proposed turf-termination method, seed mix or sod product, soil amendments, topdressing, infield material, and work schedule for District acceptance before installation. Named products permit an equal under Public Contract Code section 3400. Submit equivalency data within 35 days after award, before purchase or installation; District acceptance is required. Compatible irrigation performance and connections remain required.
- Maintain positive drainage and playable transitions. Do not materially alter overall drainage patterns or discharge toward adjacent property without written District approval.
- Keep separate daily records, photographs, delivery tickets, quantities, and invoices for Fields 1, 2, and 3 and for allowance work.

7.3 Field 1 Outfield Rehabilitation

Approximate work area: 60,000 square feet of existing Field 1 outfield, based on the preliminary field estimate. The District-issued boundary governs; report material discrepancies before bids are due.

- Terminate existing outfield vegetation, cut and remove it to the District-designated onsite location, then till and rough grade. The contractor remains responsible for a legally compliant, effective termination method and all applicable pesticide/herbicide protections.
- Perform rough grading and laser finish grading to correct surface irregularities and provide a smooth, playable transition and positive drainage.
- Provide compatible clean soil, topdressing, and amendments where needed to achieve finish grade and support establishment. Remove rocks, debris, and unsuitable material.
- Base bid: Install compatible sports-turf sod throughout the prepared Field 1 outfield, allowing for sod thickness in finish grading. Include all removal, disposal, preparation and establishment in the base price. Deductive Alternate 1: substitute seed or hydroseed using a sports-turf mix suited to the site and season; credit omitted sod work and include all substitute preparation and establishment.
- Test irrigation coverage, adjust arcs and nozzles, reset heads to finished grade, and perform only District-authorized repairs under the irrigation allowance.

Field 1 infield: approximately 16,000 square feet; supply, spread and compact 7 tons of Turface MVP or equal (280 bags at 50 lb each). Include this work in the Field 1 base price. Final common limits and quantity schedule govern.

- Include 60 days of contractor turf management, watering coordination, erosion repair, repair or replacement of failed turf areas using the selected method, first mowing and District acceptance. Define the commencement trigger and daily watering responsibilities in the common scope exhibit or written addendum before bids are due.

7.4 Field 2 Limited Outfield Repairs

Estimated Field 2 repair and seed/hydroseed patch area: approximately 10,000 SF, not the whole outfield. Use approximately 3.5 tons of fill to level low spots within the designated repair areas; seed or hydroseed the repair patches. Cut and level approximately 200 LF of grass-to-infield edge to a uniform transition. Contractor shall supply, spread and blend twelve 50-lb bags of Turface MVP or equal. Include establishment and first mowing of treated turf. Later volunteer work is separate, after handoff of the contractor's completed portion, including required establishment care.

- Do not include full-outfield turf removal, full-area grading, sod, or replacement of otherwise retained turf.
- Protect adjacent improvements and retained turf. Test and adjust irrigation serving treated areas under Section 7.6.
- Use the common work limits and approximate quantities issued under Section 7.2. Site-meeting clarifications will be distributed in writing, with additional bid time if warranted.

7.5 Field 3 Limited Infield Repairs

- Treat approximately 11,000 square feet of Field 3 infield with 200 bags of Turface MVP or equal at 50 lb each. Loosen the repair surface, spread and compact the material, and drag or level to provide smooth transitions and positive surface drainage.
- Correct identified raised lips at the infield edge. Protect retained turf and irrigation; restore incidental damage caused by the work.
- Exclude whole-infield reconstruction, major drainage regrading, and turf replacement. Field 1 turf requirements do not apply here.
- Use the common repair limits and approximate material quantities issued under Section 7.2.

7.6 Irrigation Allowance

- The Bid Submission Form includes a fixed $12,000 District-controlled allowance. Every bidder must include the same amount.
- The lump-sum field prices include system testing, coverage review, routine arc and nozzle adjustments, and resetting existing heads to finished grade.

Anticipated allowance work: Field 1, approximately 6–8 Hunter rotor heads or equal (25/40; exact models to confirm) and six Rain Bird 1½-inch scrubber valves or equal; Field 2, approximately six Hunter rotor heads or equal. Confirm locations and compatible specifications through testing and written authorization before replacement. These quantities do not authorize work or change the allowance ceiling.

- The allowance may be used only for repairs or replacement beyond the lump-sum work, after written District authorization. It is a spending allowance, not a representation that $12,000 will correct every existing defect. Identify insufficient coverage before installing turf. Any work beyond the allowance requires an authorized change order and funding for that additional work.
- Allowance work will be measured using accepted unit prices or a written agreed price. No payment will be made for unauthorized allowance work.
- Any unused allowance remains District funds and will be removed from the contract by deductive change order or reflected in final payment.

7.7 Turf installation requirements

For the Field 1 sod base work, submit the species or blend and supplier before installation. Deliver healthy, weed-free turf, install promptly on prepared moist soil with tight staggered joints, roll for soil contact, irrigate immediately, and secure where needed to prevent movement. Replace dead, unrooted, or damaged areas attributable to the work before acceptance.

For seed or hydroseed, submit the mix, application rate, mulch, and tackifier or erosion protection. Prepare a suitable seedbed, apply uniformly, protect from traffic and runoff, and restore thin or failed areas attributable to the work before acceptance.

7.8 Establishment and Acceptance

- Protect seeded or sodded areas and maintain moisture for germination or rooting in coordination with District irrigation operations. Include erosion protection suited to the season and selected method. Sod does not eliminate the need for establishment care.
- Repair erosion, settlement, tracking, and thin or failed areas caused by the contractor's work before acceptance.
- Perform the first mowing when the turf is ready, using sharp equipment at an appropriate mowing height.
- Acceptance applies to the specified work areas: smooth, stable repaired surfaces; functioning irrigation serving treated turf; substantially uniform live turf in seeded or sodded areas; and completed cleanup and records. Sod must be rooted, with stable seams and no trip edges. Seeded turf must be established sufficiently for the first mowing. Untreated areas are not required to meet new-turf standards. The District determines readiness to reopen the fields.

7.9 Limited maintenance training

Include one informal on-site maintenance walkthrough, up to one hour total, for District staff and softball league volunteers near completion. Cover watering, mowing, basic infield care, and sustainable maintenance of the installed work. Provide one brief care sheet and an attendance record. No classroom course, separate training program, or recurring sessions are required.

7.10 Required Submittals and Records

- Work schedule and sequence by field
- Turf-termination plan and product information, if chemicals are proposed
- Field 1 sod species, supplier and installation information; seed mix, application rate, mulch and tackifier for Field 2 and for Field 1 if Deductive Alternate 1 is accepted
- Soil, amendment, topdressing, and infield-material product data
- Irrigation test log, defect list, written repair authorizations, and repair record
- Daily or weekly progress photographs organized by field
- Certified payroll and apprenticeship records required by law
- Invoices, delivery tickets, quantities, releases, and final closeout documentation
- Brief care sheet and record of the maintenance walkthrough

8. Agreement | Postaward only

This Agreement is made between Western Gateway Recreation and Park District (District) and the contractor identified below.

8.1. Contract Documents. The contract consists of this signed Agreement, the Instructions to Bidders and Project Scope, Bid Submission Form, Project Terms and Conditions (including Instructions to Bidders, Scope of Work and Technical Requirements, insurance requirements, bonds and public-works requirements), accepted bid, issued addenda, written Notice to Proceed and written change orders.

8.2. Work. Contractor shall furnish and complete all work described in the contract documents.

8.3. Contract Sum. District shall pay the accepted combined sod base bid minus Deductive Alternate 1 only if that seed/hydroseed substitution is elected in this Agreement. Fields 2 and 3 remain included either way. The sum may change only by written change order and adjustment for actual use of the fixed allowance.

8.4. Notice to Proceed. Contractor shall not begin work until District issues a written Notice to Proceed after lawful award and acceptance of all required bonds and insurance. The awarded work must remain within the approved State Parks scope.

8.5. Contract Time. Contractor shall begin on the date stated in the Notice to Proceed and complete all work, establishment, and first mowing within 120 calendar days, subject to District-approved weather or seasonal adjustments.

8.6. Payment. Contractor may submit monthly payment requests supported by completed work and required records. The District shall process proper, undisputed requests within applicable statutory deadlines. Retention shall be 5% of each progress payment, subject to Public Contract Code section 7201. Release retention within the period required by section 7107, generally 60 days after statutory completion, subject only to lawful withholding. Closeout requirements do not extend mandatory payment deadlines. Contractor may substitute eligible securities for retention or request payment to an escrow agent at its expense under section 22300 and shall receive the corresponding interest.

8.7. Changes. Only a written change order signed by the District's authorized signer may change the scope, price, or time. Contractor proceeds with extra work at its own risk without prior written authorization.

8.8. Supervision and Safety. Contractor controls its means, methods, sequencing, personnel, and safety precautions and shall protect the public, workers, property, and existing improvements.

8.9. Compliance. Contractor shall comply with all applicable laws, licenses, permits, prevailing-wage and apprenticeship requirements, certified-payroll requirements, and grant documentation requirements.

8.10. Warranty. Contractor warrants labor, materials, irrigation repairs, and workmanship for one year after final acceptance. The warranty excludes damage caused by misuse, vandalism, extraordinary weather, or District maintenance inconsistent with contractor instructions.

8.11. Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District and its directors, officers, employees, agents, and representatives from claims, losses, damages, and expenses arising from Contractor’s performance. This obligation excludes liability attributable to the District’s active negligence, and excludes sole negligence, willful misconduct, or defects in design furnished by the District or its agents, servants, or independent contractors directly responsible to it, to the extent prohibited by Civil Code section 2782. No obligation exceeding that permitted by law is imposed.

8.12. Termination. District may terminate for cause after written notice and reasonable opportunity to cure, or for convenience upon written notice. For a convenience termination, Contractor is entitled to payment for accepted work and reasonable demobilization costs, but not anticipated profit on unperformed work.

8.13. Claims. Contractor shall follow Section 12.2. No contract term waives or impairs a statutory claims procedure or right. Contractual notice requirements apply only to the extent permitted by law.

8.14. Governing Law. California law governs. Venue lies in Nevada County, California.

By signing this Agreement, Contractor certifies under Labor Code section 1861: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contract Sum and Contractor

Contractor	
Contract Sum	$
Notice to Proceed	To be issued in writing by the District
Deductive Alternate 1	☐ Not accepted (SOD base) ☐ Accepted (seed/hydro); deduction $

Signatures

WESTERN GATEWAY RECREATION AND PARK DISTRICT By: _____ Brandon Lindsen, Authorized Signer Date:	CONTRACTOR By: _____ Name / Title: Date: California License No.:

9. Insurance Requirements

Before work begins and throughout the contract, Contractor shall maintain the following coverage with insurers authorized to transact insurance in California:

Coverage	Minimum Limit
Commercial General Liability	$1,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products-completed operations aggregate
Automobile Liability	$1,000,000 combined single limit for owned, hired, and non-owned vehicles
Workers' Compensation	Statutory California limits
Employers' Liability	$1,000,000 each accident, each employee, and policy limit

Required Endorsements

- Western Gateway Recreation and Park District and its directors, officers, employees, agents, and representatives shall be additional insureds on commercial general liability coverage for ongoing and completed operations.
- Coverage for the additional insureds shall be primary and noncontributory.
- Commercial general liability, workers' compensation, and employers' liability policies shall include waiver of subrogation in favor of the District where commercially available.
- Contractor shall provide a certificate of insurance and copies of the actual endorsements. A certificate alone does not satisfy the additional-insured requirement.
- Contractor shall give written notice to the District as soon as practicable after receiving notice of cancellation, nonrenewal, or material reduction in coverage.
- Contractor shall require subcontractors to maintain coverage appropriate to their work. Contractor remains responsible for all subcontractor acts and omissions.

10. Performance Bond | Postaward only

Bond No.:

Contractor as Principal:

Surety:

District as Obligee: Western Gateway Recreation and Park District

Contract: Western Gateway Ballfield Rehabilitation, Project RE-29-001

Penal Sum: 100% of the Contract Sum, $

The Principal and Surety are jointly and severally bound to the District in the stated penal sum. If the Principal promptly and faithfully performs every obligation under the Contract, including warranty and correction obligations, this bond is void; otherwise it remains in full force.

Upon the District's declaration of Principal default and performance of the District's obligations, Surety shall promptly investigate and, at the District's election and subject to the bond's penal sum, arrange completion by the Principal, undertake completion itself, obtain bids for a completion contract acceptable to the District, or reimburse the District for reasonable completion costs and covered damages. Surety's obligations are not reduced by Contract changes, extensions, or use of the allowance, and Surety waives notice of those changes to the extent permitted by law.

This bond is governed by California law. The Surety must be admitted to transact surety insurance in California.

PRINCIPAL	SURETY
By: _____	By: _____
Name / Title:	Attorney-in-Fact:
Date:	Date:
	Surety Seal

Attach the Surety's power of attorney.

11. Payment Bond | Postaward only

Bond No.:

Contractor as Principal:

Surety:

District as Obligee: Western Gateway Recreation and Park District

Contract: Western Gateway Ballfield Rehabilitation, Project RE-29-001

Penal Sum: 100% of the Contract Sum, $

The Principal and Surety are jointly and severally bound in a penal sum not less than 100% of the total amount payable under the Contract. If Contractor or any subcontractor fails to pay a person authorized to claim under Civil Code section 9100, amounts due under the Unemployment Insurance Code for work under this Contract, or employee wage withholdings payable to the Employment Development Department under Unemployment Insurance Code section 13020, Surety shall pay those obligations. If an action enforces liability on this bond, Surety shall also pay a reasonable attorney's fee fixed by the court, as required by Civil Code section 9554.

This bond is conditioned on full payment of all protected claims and inures to the benefit of every claimant authorized under Civil Code section 9100, and the claimant's assigns, with a direct right of action to enforce it. If all protected obligations are paid, the bond obligation is discharged; otherwise it remains effective. Contract changes, extensions, and allowance use do not release Surety, which waives notice to the extent permitted by law. The bond shall comply with Civil Code sections 9550 through 9566.

This bond is governed by California law. The Surety must be admitted to transact surety insurance in California.

PRINCIPAL	SURETY
By: _____	By: _____
Name / Title:	Attorney-in-Fact:
Date:	Date:
	Surety Seal

Attach the Surety's power of attorney.

12. Public Works Requirements And Claims Procedure

12.1 Labor Compliance

- This project is a public work under California law. Contractor and subcontractors shall pay not less than the applicable prevailing wage rates and predetermined increases for Nevada County. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- Contractor and subcontractors must be registered with DIR as public works contractors when required by Labor Code sections 1725.5 and 1771.1.
- Contractor shall maintain and submit certified payroll under Labor Code section 1776 and DIR requirements. Contractor and subcontractors shall comply with section 1775, including payment of wage shortfalls and applicable penalties of up to $200 per worker per calendar day or portion thereof. Contractor shall include the required labor-code provisions in subcontracts and monitor subcontractor compliance.
- Contractor shall comply with Labor Code section 1777.5 apprenticeship requirements and sections 1810 through 1815 on hours and overtime. Contractor and subcontractors shall forfeit the $25 per-worker, per-calendar-day penalty required by section 1813 for unlawful excess hours; lawful overtime under section 1815 remains permitted.
- Copies of applicable prevailing wage determinations are on file at the District's principal office and available on request, as stated in Section 2. Contractor shall apply the correct classification to each activity and pay required predetermined increases.
- Contractor shall post the applicable prevailing wage determination at the jobsite.

DIR public works information and wage determinations: https://www.dir.ca.gov/Public-Works/PublicWorks.html

12.2 Public Works Claims Procedure

The following summarizes Public Contract Code sections 9204 and 20104 through 20104.6. Applicable law controls; no statutory claim right is waived. Section 9204 controls over inconsistent procedures while applicable. If the law changes, the applicable law governs.

12.2.1. A claim must be sent by registered or certified mail, return receipt requested, and must identify the disputed payment request, change, time extension, damages, or other amount arising from the Contract, with supporting documentation.

12.2.2. The District will reasonably review the documented claim and identify disputed and undisputed portions in writing within 45 days, subject to mutual extension and the governing-body meeting exception in section 9204(d)(1)(C).

12.2.3. The District will pay any undisputed portion within 60 days after issuing its written statement.

12.2.4. If the response is disputed or late, the contractor may demand a meet-and-confer conference by registered or certified mail, return receipt requested. The District will schedule it within 30 days of the demand and identify remaining disputed and undisputed portions within 10 business days after the conference. Undisputed sums are payable within 60 days of that statement.

12.2.5. Remaining disputed portions identified by the contractor in writing go to nonbinding mediation, with shared mediation costs. Select a mediator within 10 business days after that written identification; if the parties cannot agree, each selects a mediator and those mediators select the neutral. If unresolved, applicable further remedies remain available. This mediation generally satisfies the later mediation requirement under section 20104.4 unless otherwise agreed in writing.

12.2.6. Amounts not paid when due under section 9204 bear interest at 7% per year.

12.2.7. A subcontractor may request that the prime present a documented claim to the District. The prime must respond within 45 days, identifying whether it presented the claim and, if not, its reasons. Failure by the District to respond within the statutory time deems a claim rejected without an adverse merits or responsibility finding.

Claims of $375,000 or less are also subject to sections 20104 through 20104.6. Submit a documented written claim by final payment, without extending earlier contractual notice deadlines. Section 20104.2 provides response periods of 45 days for claims below $50,000 and 60 days for claims above $50,000 through $375,000, with documentation requests within 30 days and the further-response periods specified there; section 9204 controls any conflict while applicable.

Under section 20104.2, request a meet-and-confer within 15 days of the response or its due date if disputed or unanswered; the District schedules it within 30 days. Unresolved claims may proceed under the Government Claims Act, with statutory tolling during this process. Tort claim deadlines are unchanged. Section 20104.4 provides court-connected mediation and judicial arbitration for covered civil actions, subject to statutory exceptions, procedures, and potential fees following an unsuccessful request for trial de novo. Undisputed claims may not be withheld merely because other claims are disputed.

12.3 Grant Records

Because State grant funds support the project, Contractor shall maintain complete records by field and make them available to the District, State Parks, and authorized auditors. Records include payroll, invoices, delivery tickets, subcontractor records, photographs, product data, repair authorizations, change orders, and payment releases. Contractor shall retain records for the period directed by the District and applicable law.

12.4 Order of Precedence

Applicable law controls every contract document. Subject to that rule, conflicts are resolved in this order: signed change orders; signed Agreement; issued addenda; Scope of Work and Technical Requirements (Project Terms and Conditions Section 7); Instructions to Bidders (Project Terms and Conditions Section 2); the Instructions to Bidders and Project Scope; accepted Bid Submission Form; other included documents. No signed agreement or change order may retroactively change the published bidder-ranking method. Written addenda control over oral statements.

END OF PROJECT TERMS AND CONDITIONS