

UPDATE LOG FOR SECTION F – GENERAL CONDITIONS		
Date	Item(s) Changed	Page #
09/02/20	Exhibit A – Escrow Agreement Updated to remove Gary Molin and add John Adams (Chief Financial Officer) as authorized signer.	Exhibit A
06/02/20	Exhibit A – Escrow Agreement Updated to add Gary Molin (Senior Financial Manager) as authorized signer	Exhibit A
10/8/19	Various sections updated to replace CD with Flash Drive.	Various Pages
7/16/18	Exhibit A – Escrow Agreement Updated to remove Debby Cherney (Deputy General Manager) as authorized signer	Exhibit A
4/23/18	Exhibit A – Escrow Agreement Updated to add Wilma T. Garriz (Controller) and Debby Cherney (Deputy General Manager) as authorized signers	Exhibit A
03/27/15	<p><u>F-17. SUBCONTRACTS</u></p> <p>B. <u>Subcontractors Listing; Subletting and Subcontracting Fair Practices Act.</u></p> <p><i>The following paragraph has been added to this section:</i></p> <p>Each subcontractor shall be registered with the Department of Industrial Relations at time of bid and during the performance of the Contract.</p> <p><u>F-45. PAYROLLS OF CONTRACTORS AND SUBCONTRACTORS</u></p> <p><i>The 3rd paragraph in this section has been modified as follows:</i></p> <p>Each Contractor or subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period, and full weekly wages earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him. Such payroll records shall be submitted to the Department of Industrial Relations Electronic Certified Payroll Records system, be made available for inspection by the District or its authorized representatives, and shall be furnished to the District or others upon request, pursuant to the provisions of the California Labor Code.</p>	19 51
02/17/15	<p><u>F-46. PREVAILING RATES OF WAGES</u></p> <p>In accordance with the provisions of the California Labor Code, the Director of Industrial Relations has ascertained the general prevailing wage rates in the locality in which the work is to be performed, for each craft or type of workman needed to execute the contract, and said wage rates are on file at the District office and will be made available to any interested party on request. The Contractor must pay prevailing wages.</p> <p>The Contractor shall comply with the applicable provisions of the Labor Code including, but not limited to, the following.</p> <p>The Contractor shall forfeit as a penalty to the District fifty dollars (\$50.00) two-hundred dollars (\$200.00) for each calendar day, or portion thereof, for each workman paid less than the said stipulated prevailing rates for any work done under the contract by him, or by any subcontractor under him, in violation of the provisions of the California Labor Code, for transmittal to the State Treasurer ninety (90) days after acceptance of the</p>	52

	work.	
10/28/14	<p>F-42. MEASUREMENT AND PAYMENT</p> <p>(Last 2 paragraphs)</p> <p>Bonds & Insurance (Bid Item No. 1). A pre-determined lump sum bid item is included in the Proposal form for supplying Bonds, &-Insurance, Breakdown of Contract Price or Schedule of Values, and a Preliminary Project Schedule which is subject to the conditions and limitations in the Specifications.</p> <p>Mobilization payment shall be paid on the first periodic estimate, provided that the bonds, insurance, EN-29, Breakdown of Contract Bid Items or Schedule of Values, and the Preliminary Project Schedule have been approved by the District.</p>	49
08/29/14	<p>F-17. SUBCONTRACTS</p> <p><u>B. Subcontractors Listing:</u> Subletting and Subcontractor Fair Practices Act. Reference is hereby made to the provisions of Public Contract 4100, et. seq. As required by these provisions, each bidder shall set forth in his proposal the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one per cent (1/2 of 1%) of the general contractor's total bid, as well as the portion of the work which will be done by each subcontractor.</p> <p><u>C. Contract Provisions.</u> Before the work of any subcontractor is started, the Contractor shall submit, at the preconstruction conference, a Subcontractors List and Worker Classification form copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor giving the name, business, email address, license number, and worker classification for each subcontractor who will perform work on the project. of each subcontractor and terms and conditions of such subcontract, shall be filed with the District. Each subcontract shall contain a reference to the agreement between the District and the Contractor, and the terms of that agreement and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby.</p>	
06/2014	<p>F-14 OBLIGATION OF CONTRACTOR</p> <p><i>B. 2 has been added as follows:</i></p> <p><u>Disposal of Excavated Materials (per F-14.B.2), if applicable.</u> All materials removed from the excavations in excess of that stored temporarily as above specified shall be immediately hauled away and used in backfilling elsewhere, or, if not used, shall be disposed of by the Contractor. The disposal area shall be acquired by the Contractor. No materials shall be disposed of either temporarily or permanently on privately or publicly owned property unless the Contractor shall first obtain permission therefore from the owner or agency concerned. The Contractor shall be responsible for all damages and claims that may arise in connection therewith. The Contractor shall provide a release form obtained from the property owner(s) releasing the District from any liability. Said written release shall be submitted and approved by the District prior to Contractor moving materials onto said property.</p>	15
032014	<p>F-04 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE</p> <p><i>Under section I. Commercial Liability Insurance.</i></p>	6

	<p>THE POLICY IS TO BE ENDORSED FOR THE AGGREGATE LIMIT TO APPLY TO THIS PROJECT by utilizing endorsement form “CG 25 03 03 97” (or similar), executed by the insurance carrier. An aggregate limit (cap) is not allowed.</p>	
021414	<p>F.04. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE. Added “at all times during the life of this contract”, to subsections H thru M</p>	6 & 7
011514	<p>F-29 Equipment and Material Items</p> <p>D Submittals</p> <p>4. <u>Schedule of Submittals.</u> The Project Control Schedule required under section titled <u>Construction Schedule and Periodic Estimates</u> shall allow not less than fifteen (15) working days for the review of submittals, not including the time necessary for delivery or mailing of the printed copies and CDs, and shall cause no delay in the Work or the work of any other contractor. Extension of the Contract Time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.</p>	28
120913	<p>F-29. Equipment and Material Items (pages F-32 thru 34)</p> <p>D. Submittals</p> <p><u>15. Operations and Maintenance.</u></p> <p>a) <u>General.</u> The Contractor shall obtain data from the various manufacturers and submit 1 hard copy plus 3 CDs (in Smart PDF format) 3 copies in the form of instruction and mechanical systems manuals covering all mechanical equipment and machinery installed in the Work. These submittals will be reviewed by the District and revised and resubmitted as deemed necessary.</p> <p>e) <u>Manual Submittals.</u> Contractor shall submit 1 copy of each manual plus 3 CDs in Smart PDF format. The EN-14 Shop Drawing submittal transmittal shall provide the required corrections, or acceptance.</p> <p>When accepted, the Contractor shall deliver final manuals; 1 hard copy plus 3 CDs in Smart PDF format to the District 3 copies, unless otherwise specified, bound in 3-ring binders to make a complete manual. Individual manuals shall be inserted into each binder chronologically by Specification Section Number. Each binder or Volume of the final manual shall have a complete table of contents.</p> <p>16. Revision of Submittals. Whenever an equipment modification occurs the Contractor shall submit information and data corresponding to the changed requirements for acceptance. After completion of any required operational tests the Contractor shall submit revised or additional information and data for the instruction manuals and equipment data as the District may require. Revisions shall be processed following the procedures required for previously accepted submittals.</p> <p>The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at his expense by the District. He shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, etc., belonging to him or used under his direction during construction, and in the event of his failure to do so the same may be removed by the District at the expense of the Contractor.</p>	32-34

	<p>Unless otherwise provided in the Special Conditions, the District will not accept ownership of surplus material, and the Contractor shall dispose of surplus material from the work, in accordance with the requirements of this specification.</p>																													
11/14/13	<p>The following previously located under F-40 Retention was moved to F-10 Construction Schedule and Periodic Estimates.</p> <p>Schedule. Payment Withheld. Payments due the Contractor shall be withheld until the Project Control Schedule is submitted by the Contractor and accepted by the District. Acceptance by the District of the baseline schedule submission shall be recognition of the Contractor's good faith submission, and is solely for the purpose of releasing these monies. The District shall not unreasonably withhold its' acceptance, however, acceptance shall not constitute approval. The District shall accept the Project Control Schedule only after all corrections and other issues have been fully resolved.</p> <p>The applicable monies listed in the following table shall be withheld from that owed the Contractor each and every month an updated progress control schedule submission is not timely received in a condition acceptable to the District and conforming to the contract documents.</p> <table border="1"> <thead> <tr> <th colspan="2">CONTRACT VALUE</th> <th colspan="2">AMOUNT WITHHELD PER MONTH</th> </tr> </thead> <tbody> <tr> <td>\$0</td> <td>to</td> <td>\$50,000</td> <td>\$1,000</td> </tr> <tr> <td>\$50,000</td> <td>to</td> <td>\$100,000</td> <td>\$1,500</td> </tr> <tr> <td>\$100,000</td> <td>to</td> <td>\$500,000</td> <td>\$2,500</td> </tr> <tr> <td>\$500,000</td> <td>to</td> <td>\$1,000,000</td> <td>\$5,000</td> </tr> <tr> <td>\$1,000,000</td> <td>to</td> <td>\$5,000,000</td> <td>\$7,500</td> </tr> <tr> <td>\$5,000,000</td> <td>to</td> <td>\$10,000,000</td> <td>\$10,000</td> </tr> </tbody> </table>	CONTRACT VALUE		AMOUNT WITHHELD PER MONTH		\$0	to	\$50,000	\$1,000	\$50,000	to	\$100,000	\$1,500	\$100,000	to	\$500,000	\$2,500	\$500,000	to	\$1,000,000	\$5,000	\$1,000,000	to	\$5,000,000	\$7,500	\$5,000,000	to	\$10,000,000	\$10,000	
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110513	<p><u>Exhibit A - Escrow Agreement</u></p> <p>4. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by escrow agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, the CONTRACTOR and escrow agent.</p>	2																												
010213	<p>F-14. OBLIGATIONS OF CONTRACTOR</p> <p>A. Percentage of Work by Contractor. The Contractor shall perform, with his own organization, contract work amounting to at least 50 percent of the contract. When an entire item is subcontracted, the value of work subcontracted will be based on the contract unit price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract unit price. This will be determined from information submitted by the Contractor and subject to approval by the District.</p> <p><i>Articles in F-14 have been renumbered accordingly</i></p> <p>H. Defense and Indemnity. Contractor will defend, indemnify, District and hold and save District harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, subcontractors, or invitees provided for herein, whether or not caused in part by any act or omission (passive or comparative negligence included) of the District, excepting the active negligence of the District. there is concurrent passive or active negligence on the part of District, and in connection therewith</p>	13 & 16																												
12/20/12	<p>F-30. C. Forms.</p>	35																												

	<p>1. <u>Request for Information (RFI)</u> - to be initiated by the Contractor as far in advance as possible to avoid delays in receiving answers and processing the required additional documents. RFI's shall be submitted electronically in Word and PDF format, including 1 hard copy. RFI's may be initiated by the District to transmit clarifying information to the Contractor or Inspector. The District shall allow not more than 15 working days for responding to RFI's, not including the time necessary for delivery or mailing.</p>	
12/20/12	<p>F-29. Equipment and Material Items <u>D. Submittals.</u> 2. <u>Method of Submittal.</u> The Contractor shall deliver submittals by means of dated and signed "Contractor's Submittal Transmittal Form" (EN-50) identifying as to initial or resubmittal status, and fully describing the submittal contents. Submittals are not acceptable directly from subcontractors, suppliers or manufacturers. Submittals shall be numbered as prescribed by the District at the preconstruction conference. In each transmittal the Contractor shall state the Drawing Numbers and Specification Sections, Articles, and paragraphs to which the submittal pertains. Accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Where several types or models are included the Contractor shall delete non-applicable portions or specifically indicate which portions are intended and applicable.</p> <p>Each submittal shall include 4 sets of black-line printed copies and 4 CDs in the latest version of Adobe Acrobat, consolidated to one portable document file (PDF) format, searchable from Table of Contents and Bookmarks. No copies shall be returned to the contractor, only the EN-14 Shop Drawing Transmittal form noting review comments and submittal status.</p> <p>8. <u>Check of Returned Submittals Reviewed Comments.</u> The Contractor shall check submittals returned to him review the EN-14 Shop Drawing Transmittal form for correction and ascertain if the corrections result in extra cost to him above that included under the Contract Documents and shall give written notice to the District within five days if, in his opinion, such extra costs result from corrections. By failing to so notify the District or by starting any Work covered by a submittal, the Contractor waives all claims for extra costs resulting from required corrections.</p>	26-28
12/18/12	<p>F-29. Equipment and Material Items <u>D. Submittals.</u> 2. <u>Method of Submittal.</u> The Contractor shall deliver submittals by means of dated and signed "Contractor's Submittal Transmittal Form" (EN-50) identifying as to initial or resubmittal status, and fully describing the submittal contents. Submittals are not acceptable directly from subcontractors, suppliers or manufacturers. In each transmittal the Contractor shall state the Drawing Numbers and Specification Sections, Articles, and paragraphs to which the submittal pertains. Accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Where several types or models are included the Contractor shall delete non-applicable portions or specifically indicate which portions are intended and applicable. Each submittal shall include 8 4 sets of black-line printed copies and 4 CDs. No copies shall be returned to the Contractor, only the EN-14 Shop Drawing Transmittal form. Submittals shall be numbered as prescribed by the District at the preconstruction conference.</p> <p>7. <u>Corrections and Resubmittals.</u> The Contractor shall make all required corrections and shall resubmit 8 4 copies and 4 CDs of each submittal until found in conformance with design concept of the project and in general compliance with the plans and specifications. The Contractor shall direct specific attention in writing to</p>	26-28

	<p>revisions other than corrections called for on previous submittals, and shall state in writing all variations in costs and his assumption of the cost of related changes the same as is required for in subsection titled <u>Method of Transmittal</u>.</p> <p>Costs incurred by the District as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by the Contractor. Reimbursement to the District will be made by deducting such costs from the Contractor's subsequent partial payments. This reimbursement will be calculated based on a flat work rate of \$85 \$120/hour.</p>	
11/26/12	<p>F-45. <u>PAYROLLS OF CONTRACTORS AND SUBCONTRACTORS</u></p> <p><i>2nd paragraph has been modified as follows:</i></p> <p>Each payroll shall be sworn to in accordance with the Federal Regulations made pursuant to the "Kick-Back Statute." In the event of noncompliance with this requirement following ten (10) days specific written notice, the Contractor shall, pursuant to Section 1776 of the California Labor Code, forfeit as a penalty no more than twenty five (\$25.00) one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from the progress payments due. Responsibility for compliance shall rest with the prime Contractor. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.</p>	50
11/07/12	<p>Exhibit A – Escrow Agreement Updated Charles Turner's title from Finance Manager to Director of Finance</p>	Exhibit A
09/14/12	<p>F-04. <u>CONTRACTOR AND SUBCONTRACTOR'S INSURANCE.</u> The Contractor shall not commence work under this Contract until he has obtained and submitted all policies of insurance (including all endorsements) acceptable to the District, nor shall he allow any subcontractor to commence work until all policies of insurance of the subcontractor have been obtained (by the Contractor), as required hereunder.</p> <p>The Contractor and his subcontractors shall take out and maintain insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this Contract, <u>including the entire time of the Contractor's guarantee.</u></p> <p>F-30 CHANGES IN WORK & EXTRAS.</p> <p>A. Authority. No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the District, unless otherwise directed through field orders. Without invalidating the Contract Agreement and without notice to sureties or insurers, the District may, at any time or from time to time, order additions, deletions, or revisions in the Work. The Contractor shall comply promptly with requirements of all executed Change Orders, Proceed Preliminary Change Orders, or responses to Requests for Information. If any directive causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made and included in a Change Order.</p> <p>C. Forms.</p> <p>3. Proceed Preliminary Change Order - an informal written order signed by the District ordering and authorizing change order work when there is insufficient time to process a</p>	<p>F-4</p> <p>F-34/F-35</p>

	<p>formal Change Order, or when costs aren't known.</p> <p>Interim payments will be made for work done under a Proceed Preliminary Change Order. Work ordered by time and material will require extra work tickets (see section titled <u>Changes of Work and Extras</u>, paragraph a., 4.) and invoices approved by District before any payment made. Time and material work will be based on an estimated dollar value; actual costs may be reconciled through a formal Change Order if required. Negotiated sums will be paid on a percentage basis for the work completed.</p>	
05/29/12	<p>F-02. CONTRACT DOCUMENTS: Governing Law; Jurisdiction; Venue.</p> <p>B. <u>Contract Documents</u>. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Notice-of-Acceptance-of-Proposal, Addenda, the Specifications, and the Plans, together with the Agreement, constitute THE CONTRACT, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work including all labor, materials, equipment, and transportation necessary for the proper execution of the work. Anything shown in the plans and not in the specifications, or in the specifications and not in the plans, shall be performed by the Contractor as though shown in both the plans and the specifications.</p> <p>C. <u>Governing Law</u>. The Contract, all Contract Documents, and all Work performed hereunder shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provisions. Notwithstanding any other provisions contained in any other documents, this paragraph shall take precedence over any such documents and may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by the District which refers specifically to this paragraph.</p> <p>D. <u>Jurisdiction; Venue</u>. Any action taken to enforce this Contract shall be maintained in the Superior Court of Riverside County, California. The parties expressly consent to the jurisdiction of said court and agree that said court shall be the proper venue for any such action. Notwithstanding any other provisions contained in any other documents, this paragraph shall take precedence over any such documents and may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by the District which refers specifically to this paragraph.</p> <p>F.29. EQUIPMENT & MATERIAL ITEMS.</p> <p>A. National Sanitation Foundation (NSF) Requirements. Per Title 22 Chapter 16 of the California Code of Regulations, any and all materials (pipe, valves, tanks, etc.) that come into contact with potable drinking water, either directly or indirectly, shall be certified by NSF in accordance with NSF/ANSI Standard 61 for potable water contact. Contractor shall include documentation with material submittals demonstrating conformance with NSF 61 certification as required.</p> <p>B. Listed on Proposal.</p> <p>C. Requests for Substitutions.</p> <p>D. Submittals.</p> <p>10. <u>Conformance</u>. Work shall conform to the accepted submittals and all other requirements of the Contract Documents unless subsequently revised by an appropriate modification, in which case the Contractor shall prepare and submit revised submittals as may be required.</p> <p>The Contractor shall not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been submitted and reviewed, particularly where piping, machinery, and equipment and</p>	<p>F-2 & F-3</p> <p>F-25</p> <p>F-28</p>

	the required arrangements and clearances are involved.	
03/02/12	F.04. <u>Contractor's and Subcontractor's Insurance</u> was reorganized/renumbered	F-5 thru F-7
02/07/12	<p>F-10. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES</p> <p>A. Required Forms.</p> <p>Forms Supplied by District</p> <p>14. C-7: Non-Collusion Affidavit with Notarial Jurat Employee Safety & Health Training Records</p> <p>15. Subcontractors List/Worker Classification</p>	F-10
120911	<p>F.02 CONTRACT DOCUMENTS</p> <p>B. <u>Specification Precedence</u>. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> 1. Special Conditions Revised by Addenda 2. Special Conditions 3. Permit Requirements 4. Addenda 5. Plans 6. Specifications 7. General Conditions <p>With reference to the drawings, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> 1. Figures, such as coordinates or dimensions, govern over scaled dimensions 2. Detail drawings govern over general drawings 3. Addenda/Change Order drawings govern over Drawings 4. Drawings govern over standard drawings <p>Provisions shown on Construction Plans shall take precedence over those of the other contract documents. Any differing provisions of the Special Conditions or Addenda to the contract documents shall take precedence over both Plans and Specifications, and General Conditions. The Special Conditions shall take precedence over Addenda unless the Addenda specifically amends the Special Conditions.</p> <p>Special Conditions shall take precedence over permit requirements if the District determines, in its sole discretion, that a permit is requiring betterment work that the District is not obligated to complete. In all other instances, permit requirements, when more stringent than specifications as stated above, shall take precedence, and shall be complied with at no additional cost to the District.</p>	F-2/F-3
12/5/11	<p>F-40. RETENTION</p> <p>Not later than fifteen (15) calendar days following receipt from the Contractor of a duly certified and approved periodic estimate of the <u>work performed prior to the twentieth (20th) day of the preceding calendar month</u>, the District will make a partial payment to the Contractor on the basis of that estimate. To ensure the proper performance of this Contract from each progress estimate, 5 40 percent will be deducted and retained by the District, and payment of the remainder less the amount of all previous payments will be made. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total contract amount, whichever is greater. No progress payment made to the Contractor or its sureties will constitute a waiver of liquidated damages or any other damages or legal remedies that may arise under this Contract.</p>	F-47

8/19/11	<p>F-10. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES</p> <p>B. <u>Contractor's Project Control Schedule.</u> The schedule shall show a maximum of three critical paths, with only enough points or items to present the above information. Partial schedules will not be accepted without the approval of the District. The Contractor to submit a CD with 4 copies of each submitted schedule, compatible to Primavera Project Planner/Suretrak Project Manager using Primavera P6 (or later version) or Suretrak Project Manager.</p>	F-11																					
03/29/10	<p>F-32. Delays.</p> <p>D. Written Notice and Report. If the Contractor desires payment for a delay as specified in paragraph c. or an extension of time, he shall file with the District a written request and report of cause within 30 days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the District to consider such request.</p> <p><u>Written Notice of Delay.</u> In order to have the best opportunity to mitigate cost and time impacts of delays, it is necessary for the District to have knowledge of potential delays as early as possible. Therefore the Contractor shall provide written notice to the District as soon as the potential delay is identified, but in no case later than three work days after identification of the potential delay. Said written notice shall be labeled "Notice of Delay" in the reference line and shall describe the nature and cause of the delay Any request for additional compensation and/or extension of contract time as a result of the delay shall be made within 30 calendar days of the date of the Notice of Delay and shall include a detailed calculation of claimed time and cost, and all supporting documentation. Failure to provide notice of any delay within the time and in the manner specified above shall constitute a waiver of any claim arising out of that delay.</p>	F-40																					
03/29/10	<p>F-05. ADDITIONAL SURETY</p> <p>If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the District are or become insufficient is no longer sufficient under Code of Civil Procedure section 995.660(b), District may require additional sureties which the Contractor shall furnish to the satisfaction of the District within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in section titled <u>Right of the District to Terminate Contract.</u></p>	F-7																					
6/05/09	<p>F-40. RETENTION</p> <table border="1" data-bbox="313 1409 1206 1787"> <thead> <tr> <th colspan="2">CONTRACT VALUE</th> <th>AMOUNT WITHHELD PER MONTH</th> </tr> </thead> <tbody> <tr> <td>\$0</td> <td>to \$50,000 \$500,000</td> <td>\$1,000</td> </tr> <tr> <td>\$50,000</td> <td>to \$100,000</td> <td>\$1,500</td> </tr> <tr> <td>\$100,000</td> <td>to \$500,000</td> <td>\$2,500</td> </tr> <tr> <td>\$500,000</td> <td>to \$1,000,000</td> <td>\$5,000</td> </tr> <tr> <td>\$1,000,000</td> <td>to \$5,000,000</td> <td>\$7,500</td> </tr> <tr> <td>\$5,000,000</td> <td>to \$10,000,000</td> <td>\$10,000</td> </tr> </tbody> </table>	CONTRACT VALUE		AMOUNT WITHHELD PER MONTH	\$0	to \$50,000 \$500,000	\$1,000	\$50,000	to \$100,000	\$1,500	\$100,000	to \$500,000	\$2,500	\$500,000	to \$1,000,000	\$5,000	\$1,000,000	to \$5,000,000	\$7,500	\$5,000,000	to \$10,000,000	\$10,000	F-47
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