



**Request for Proposals (RFP)
RFP# 2024-003 (Addendum 3)
Issued August 27, 2025**

**GENERAL CONTRACTOR SERVICES
FOR THE SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT**

This addendum is issued to inform all prospective bidders of a modification to the original Request for Proposals (RFP). Modifications include:

1. The bid opening and proposal due date have been rescheduled to **12:00 pm Friday September 5** as shown in attachment 1. The bid opening will be held using online video conference software.
2. The proposed contract template for General Contractor Services has been provided for bidder review, included in attachment 2.

Please acknowledge receipt of this Addendum via Exhibit A Proposal Form. Failure to do so may subject the bidder to disqualification.

All other terms and conditions set forth in the Request for Proposal and subsequent addenda shall remain in full force and effect.

Salian Garcia
Budgets and Administration Officer
sgarcia@rmc.ca.gov

Attachment 1

Milestone	Date
RFP Notice and Release	July 23, 2025
RFP Mandatory Pre-Bid Conference at a location to be determined. Location will be posted on the LCWA's website no later than August 1, 2025 at 5:00pm.	August 7, 2025, at 10:00am
RFP Mandatory Bid Walk (at Project Site, Pacific Coast Hwy and 1 st Street, Seal Beach, CA 90740)	August 7, 2025, at 11:00am (time is approximate, site walk will take place after pre-bid conference)
Deadline for Written RFP Questions	August 14, 2025, at 5:00pm
Responses to Questions Posted	August 22, 2025, at 5:00 pm (tentative)
Proposal Due and Bid-Opening	September 2, 2025, by 12:00pm September 5, 2025 by 12:00 pm
Notice of Intent to Award*	September 12, 2025 (tentative)
LCWA Governing Board Contract Approval*	September 25, 2025, at 12:30 pm
Notice to Proceed*	October 2025

*Note: Asterisk denotes approximate dates and times.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

The LCWA is seeking a qualified and licensed General Contractor (Contractor) for Phase 1 of the Project. The estimated contract term is from approximately October 2025 through November 2026 (approximately 14 months). It is expected for the Contractor to be regionally based in southern California. The Contractor will work under the direction of the LCWA's designated Project Manager and will be expected to collaborate regularly with the LCWA's Construction Manager, Project Engineer, and design team.

The LCWA has developed a scope of work, which is detailed in the design plans found in Exhibit C and technical specifications found in Exhibit D. The design plans show both phases of the Southern Los Cerritos Wetlands Restoration Project. This bid package is for Phase 1 only and any elements of Phase 2 that are shown in the plans are for reference only. Additionally, all landscape sheets (including construction, irrigation, planting) for Phase 1 are not a part of this bid package. See plans for sheets identified as "NOT FOR BID – FOR REFERENCE ONLY". This work will be performed by a Landscape Contractor that will be procured through a different contract.

Services will include but are not limited to preparation and approval of a Storm Water Pollution Prevention Plan (SWPPP), demolition of existing infrastructure; clearing and grubbing; earthwork to create natural habitat features like tidal channels and upland slopes; construction of flood control berms; hydrological improvements including culvert extensions, replacements, and removal; dewatering; utility trenching and conduit installation; water line rerouting; contaminated

VI. SUBMISSION INFORMATION AND DEADLINE

All proposals must be submitted under sealed cover and sent to the Los Cerritos Wetlands Authority by **12:00 pm on ~~Tuesday, September 2, 2025~~ Friday, September 5**. Proposals received after this date and time will not be opened or considered, regardless of postmark, shipping date, or any delay caused by the delivery service. It is the sole responsibility of the proposer to ensure timely delivery to the address listed. Late proposals will be returned unopened.

The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing individual/firm. All additional proposal sets may contain photocopies of the original package.

The proposal envelopes must be plainly marked with the RFP title, your firm name and address, and must be marked with "DO NOT OPEN WITH REGULAR MAIL", as shown in the following example:

Los Cerritos Wetlands Authority
Attn: Salian Garcia
100 N. Old San Gabriel Canyn Road
Azusa, CA 91702
RFP 2025-003
DO NOT OPEN WITH REGULAR MAIL

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Price Proposal including Bid Item Schedule and Bidder Declaration GSPD-05-105 (Section D of Exhibit A) must be submitted in a separate sealed envelope and does not need to be included in flash drive. The envelope should be affixed to the outside of the proposal package and marked "Sealed Price Proposal-DO NOT OPEN WITH REGULAR MAIL."

Proposals not submitted under sealed cover and marked as indicated may be rejected. Facsimiles or Proposals submitted/passed through to other LCWA personnel, or personnel of related agencies, or via electronic delivery will not be accepted.

Bid opening is scheduled for: ~~Tuesday, September 2, 2025~~ **Friday, September 5, at 12:00, pm** via ~~Zoom~~ **online video conference**. The link to attend the public opening will be posted to the LCWA website (intoloscerritoswetlands.org) no later than **August 29, 2025, at 5:00 pm**.

After opening, bids are still subject to SB/DVBE preferences to be applied, if any. Following the public opening, LCWA staff will review all proposals for responsiveness and responsibility. Award is expected to be announced in September 2025.

The Bid Security shall be mailed to:

Salian Garcia

Budgets & Admin Officer
sgarcia@rmc.ca.gov
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

VII. PREFERENCE PROGRAMS

DVBE participation program requirements and an incentive have been waived for this **RFP**; however, the DVBE incentive will still apply according to the participation percentages listed below.

In accordance with section 999.5(a) of the Military and Veterans Code and DVBE Incentive Regulations, CCR 1896.99.100, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the [Bidder Declaration GSPD-05- 105](#) and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

A Small Business (SB) Preference of five percent (5%) will be granted in accordance with Government Code Section 14835, and as contained in Title 2, California Administrative Code Section 1896 et. seq. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, a Bidder must have its principal place of business located in California and must have an approved small business certification form and proof of annual receipts on file with the [Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services \(OSDS\)](#).

The 5% preference is used only for computation purposes, to determine the winning bidder, and does not alter the amounts of the resulting contract(s). A certified small business receives an amount equal to 5% of the lowest cost proposal submitted by a non-certified small business reduced from its cost proposal.

Attachment 2

Construction Contract

Los Cerritos Wetlands Authority

PARTIES

THIS CONTRACT, made this ____ day of _____, by and between the Los Cerritos Wetlands Authority, a Joint Powers Authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC) and Cities of Long Beach and Seal Beach, hereinafter referred to as “**LCWA**” and _____, hereinafter referred to as “**Contractor**”.

This contract is for the following project:

Southern Los Cerritos Wetlands Restoration Project

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to preparation and approval of a Storm Water Pollution Prevention Plan (SWPPP), demolition of existing infrastructure; clearing and grubbing; earthwork to create natural habitat features like tidal channels and upland slopes; construction of flood control berms; hydrological improvements including culvert extensions, replacements, and removal; dewatering; utility trenching and conduit installation; water line rerouting; contaminated soil testing and remediation; topsoil harvesting, stockpiling, placement and testing; weekly construction meetings; construction supervision; project scheduling; RFI and submittal management, and general management and administration of a construction project.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the LCWA's “Notice to Proceed” and shall be fully completed no later than **two hundred and ninety (290)** working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents (as defined herein).

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by LCWA.

3. CONTRACT PRICE:

The LCWA shall pay Contractor for the full and complete performance of this Contract the sum of _____ (\$_____).

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the LCWA Executive Officer and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a ten percent (10%) withhold as specified therein. Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to LCWA's satisfaction. Progress payments will be in an amount equal to ninety percent (90%) of the work completed.

4.2 FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the County Clerk. Acceptance of final payment will be deemed a waiver by Contractor of all claims except those which were timely made pursuant to the claims provisions of this contract. Final payment shall be made in accordance with the General Conditions of the Contract Documents.

4.3 INVOICE CONTENT

Invoices or applications for payment to the LCWA shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation, as determined by LCWA. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the LCWA of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the LCWA

or others relating to or arising from the Work, to the full extent authorized by law. No payment, however, final or otherwise, shall operate to release the Contractor of their sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this Contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the LCWA. In the case of ambiguity or conflict, the documents shall be given the following priority:

- This Agreement
- Contract Drawings
- Technical Specifications
- Duly issued Addenda
- General and/or Special Conditions
- Supplementary conditions, if any
- Duly issued Clarifications and Field Orders
- Duly issued Work Authorizations
- Duly issued Change Orders
- Supplemental Drawings issued pursuant to Article 4 of the General Conditions
- Initial Submittals approved pursuant to Article 3 and all other submittals approved pursuant to the General Conditions.
- Contractor's Bid Proposal
- Contractor's Guarantee and Bond
- Designation of Subcontractors
- Performance Bond
- Payment Bond

Such documents, collectively referred to as the "Contract Documents", are hereby incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty five thousand dollars (\$25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to LCWA in such form as may be acceptable to LCWA, a “performance bond” guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by LCWA) and a separate “labor and material bond” guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be not less than 100 percent of the Contract Price.

7. REPRESENTATIONS BY CONTRACTOR:

The Contractor hereby represents that before bidding, they carefully examined the Drawings and Project Manual, visited the Site of the Work and fully informed himself as to all existing conditions at the Site and limitations of information provided by the LCWA regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

8. AMENDMENT:

The contract can only be amended in writing by an action taken by the LCWA Governing Board or the LCWA Executive Officer. No other LCWA agent or representative shall have authority to amend this Contract.

9. DELAY:

The Contractor specifically acknowledges and agrees that a time extension is their sole remedy for delays caused by the LCWA, and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to their direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the LCWA.

Processing of Submittals, Clarifications and other information by the LCWA within the time specified in the Contract Documents shall in no event constitute a LCWA-caused delay.

10. NOTICES:

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

LCWA

Mark Stanley, Executive Officer
Los Cerritos Wetlands Authority
100 Old San Gabriel Canyon Road
Azusa, CA 91702

LCWA PROJECT MANAGER

Chad Oberly, Staff Services Manager 1
Los Cerritos Wetlands Authority
100 Old San Gabriel Canyon Rd
Azusa, CA 91702

PROJECT CONTRACTOR

Name
DBA
Address
Address

11. LIQUIDATED DAMAGES:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the LCWA. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, the Contractor shall pay to the LCWA, or have withheld from monies due it, the sum of six thousand seven hundred dollars (\$6,700). Contractor and Contractor's surety shall be liable for the total amount thereof, and that the LCWA may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the LCWA to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Executive Officer.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

LOS CERRITOS WETLANDS AUTHORITY

By _____
Mark Stanley
Executive Officer

CONTRACTOR

By _____
Official Title

License Number _____

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

LCWA, in its sole discretion, may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. For projects involving more than \$25,000 the contractor shall furnish two bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by LCWA.

B. In the event of a default by contractor, LCWA shall notify contractor of the specifics of the default and shall extend a reasonable time to contractor to cure same or to pay such damages as LCWA may reasonably assess under the terms of the Contract. LCWA shall not release the bonds or security until contractor has fully performed under the contract. If contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, LCWA shall proceed to sell the securities and/or make demand on the bonds.

D. LCWA reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the LCWA.

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to LCWA or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to LCWA.

The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect throughout the duration of the Project (and as otherwise required below), insurance coverage meeting or exceeding the following minimum limits and conditions:

1. Commercial General Liability (CGL) Insurance

- Limits: Not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate
- Must include: Bodily injury, property damage, personal and advertising injury, products/completed operations, contractual liability, and independent contractors
- LCWA, its officers, employees, and agents shall be named as additional insureds using ISO Form CG 20 10 11 85 or equivalent
- Coverage shall be primary and non-contributory with respect to any other insurance available to LCWA

2. Automobile Liability Insurance

- Limits: \$1,000,000 combined single limit per accident
- Must cover all owned, non-owned, and hired vehicles

3. Workers' Compensation and Employer's Liability

- Workers' Compensation: As required by California law
- Employer's Liability: Not less than:
 - \$1,000,000 each accident
 - \$1,000,000 disease per employee
 - \$1,000,000 disease policy limit
- Policy shall include a waiver of subrogation in favor of LCWA

4. Excess/Umbrella Liability

- Limits: Not less than \$4,000,000 per occurrence and in the aggregate
- Must apply in excess of CGL, Auto, and Employer's Liability policies

5. Contractor's Pollution Liability (CPL)

- Limits: \$2,000,000 per claim and \$2,000,000 aggregate

- Must include coverage for:
 - Environmental damage caused by construction or restoration activities
 - Transportation of hazardous materials (if applicable)
 - On-site and off-site cleanup and remediation
- LCWA shall be named as additional insured

6. Builder's Risk

- Full replacement cost value of the Work
- Coverage must include:
 - All materials, equipment, and supplies to be incorporated into the Work
 - Off-site storage and materials in transit
 - Named insureds to include the Contractor, LCWA, and subcontractors as their interests may appear

7. General Conditions

- All policies must be issued by insurers rated A- VII or better by A.M. Best
- All policies shall:
 - Include waiver of subrogation in favor of LCWA
 - Provide 30 days' advance written notice of cancellation, nonrenewal, or material change (10 days for non-payment)
 - Be evidenced by certificates of insurance and endorsements submitted prior to commencement of work
 - Be maintained until final completion, and for any applicable extended periods (e.g., completed operations, professional liability tail coverage)

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by LCWA until both the work has been completed and LCWA has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by LCWA in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to LCWA prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one year after the date of completion and LCWA's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents any work is found to be defective, Contractor shall promptly, without cost to LCWA and in accordance with LCWA's written instruction, either correct such defective work, or, if it has been rejected by LCWA, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, LCWA may at its option have the work corrected by such other means as LCWA deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the contract. The warranty obligation shall not limit the LCWA's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

A. To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the LCWA, keep and hold harmless the LCWA and its board members, officers, representatives, contractors, agents, representatives, and employees ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes, without limitation:

1. Any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its

obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

2. Any claim arising (including bid protests) from any errors or mistakes in Contractor's bid documents provided to Subcontractors.

- B. The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement

9. SUSPENSION OF WORK:

LCWA may, at any time and without cause, suspend, delay, or interrupt the work or any portion thereof for a reasonable period of time by notice in writing to Contractor. In the event of the LCWA's suspension of the Work, the contract time shall be equitably adjusted.

10. TERMINATION:

Except as limited by law or regulation, LCWA may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or

suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of LCWA's supervisory staff.

I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

J. For convenience. In the case of a termination for convenience, Contractor shall have no right against LCWA except: (1) the actual cost for labor, materials, and services performed that is unpaid and can be documented and (2) Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

LCWA may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which LCWA has paid Contractor but which are stored elsewhere, and finish the work as LCWA may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to LCWA. When exercising any rights or remedies under this paragraph, LCWA shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by LCWA, the termination will not affect any rights or remedies of LCWA against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by LCWA will not release Contractor from liability.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

LCWA may appoint staff or hire professional services for supervision and administration, at its election. LCWA appointed staff for this role are hereinafter referred to as "Contract Administrator". The LCWA has retained a Project Manager (PM), Construction Manager (CM), and Architect/Engineer (A/E) to assist in the duties of the Contract Administrator for the Southern Los Cerritos Wetlands Restoration Project. The roles and duties of each of these entities is further described in the contract document "Supplementary Conditions: Role Clarifications".

Upon the appointment of any such Contract Administrator the LCWA shall promptly notify Contractor of such action. The Contract Administrator is delegated authority, with the assistance of the PM, CM, and A/E, to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for LCWA all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to LCWA. In the absence of an appointment of a Contract Administrator, the Executive Officer, or their designee, shall perform these functions.

11.2 WRITTEN CLARIFICATION

If there is an ambiguity in the Contract Documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

11.3 CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from the requirements of the contract documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the contract price or an extension of the contract time and the LCWA and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

11.4 UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

11.5 CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

11.6 CLAIMS UNDER \$50,000

If the claim is under \$50,000, LCWA shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the LCWA may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the LCWA and the Contractor. The LCWA's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7 CLAIMS OVER \$50,000

For claims over \$50,000 and less than or equal to \$375,000, LCWA shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the LCWA may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of LCWA and Contractor. The LCWA's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

If Contractor disputes LCWA's written response, or LCWA fails to respond within the time prescribed above, Contractor may so notify LCWA, in writing, either within 15 days of receipt of LCWA's response or within fifteen (15) days of LCWA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such LCWA representatives as the Executive Officer directs for settlement of the issues in dispute. Upon such demand, LCWA shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9 APPEAL TO LCWA GOVERNING BOARD

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor's claim/demand for further compensation, Contractor shall be required to file a claim with the LCWA's Governing Board pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. , All claims filed with the LCWA Governing Board pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the LCWA representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by LCWA must be commenced not later than

six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10 DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of LCWA as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that LCWA shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to LCWA. Progress payments on account of unit price work will be based on the number of units completed.

12.2 PROGRESS PAYMENT

Once each month LCWA shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be ten percent (10%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

Prior to completion, progress payments will be in an amount equal to:

12.3.1 NINETY PERCENT (90%) OF COMPLETED WORK. Ninety percent (90%) of the work completed, and

12.3.2 NINETY PERCENT (90%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety percent (90%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3 CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the LCWA, LCWA will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as LCWA shall determine in accordance with this contract. LCWA reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.

12.3.4 ESCROWED SECURITY ALTERNATION. The LCWA will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

12.4 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to LCWA no later than the time of payment free and clear of all liens.

12.5 PAYMENT OF PROGRESS PAYMENT

LCWA will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, LCWA shall process the pay estimate for payment. The amount approved by LCWA will become due thirty (30) days after receipt of an undisputed and properly submitted pay estimate. Said payment shall be made by LCWA to Contractor unless LCWA has knowledge of claims or liens filed in connection with the work.

12.6 LCWA'S RECOMMENDATION OF PAYMENT

By recommending any payment, Contractor cannot conclude that LCWA represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by LCWA or LCWA to withhold payment to Contractor.

12.7 LCWA MAY REFUSE TO MAKE PAYMENT

LCWA may refuse to make payment of the full amount or any part if, in LCWA's opinion, it would be incorrect to make such payment as permitted by law. LCWA may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in LCWA's opinion to protect LCWA from loss because:

12.7.1 DEFECTIVE WORK. The work is defective, or completed work has been damaged requiring correction or replacement,

12.7.2 REDUCTION IN PRICE. The contract price has been reduced by written amendment or change order,

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct defective work or complete work, or

12.7.4 SUSPENSION OR TERMINATION. Of LCWA's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

12.7.5 LIENS OR CLAIMS. LCWA may refuse to make payment of the full amount because claims have been made against LCWA on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling LCWA to a set-off against the amount recommended, but LCWA must give Contractor immediate written notice stating the reasons for such action.

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify LCWA in writing that the entire work is completed. Within a reasonable time thereafter, LCWA and Contractor shall make an inspection of the work to determine the status of completion. If LCWA does not consider the work complete, LCWA will notify Contractor in writing giving the reasons therefor. If LCWA considers the work incomplete, LCWA will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of LCWA and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after LCWA has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective releases or waivers (satisfactory to LCWA) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by LCWA, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which LCWA or LCWA's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to LCWA to indemnify LCWA against any lien.

12.10 FINAL PAYMENT

If, on the basis of LCWA's review of the final application for payment and accompanying documentation, all as required by the contract documents, LCWA is satisfied that Contractor's obligations under the contract documents have been fulfilled, LCWA will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, LCWA will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to LCWA of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by LCWA to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by LCWA to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by LCWA, nor any act of acceptance by LCWA, nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by LCWA will constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

13. ARBITRATION:

For claims under \$375,000, LCWA shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If LCWA does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above \$375,000, the arbitration provisions of this contract are voluntary. Neither LCWA nor Contractor shall be required to enter into arbitration for amounts above \$375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

14. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the LCWA has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

16. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

17. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

18. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars (\$25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to LCWA a certified copy of each payroll record within ten days after close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

20. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the LCWA who is authorized in such capacity and on behalf of the LCWA to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the LCWA who is authorized in such capacity and on behalf of the LCWA who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

No action or lack of action on the part of LCWA at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the LCWA of any of LCWA's other rights or remedies.

23. SUCCESSORS IN INTEREST:

LCWA and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

24. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit LCWA to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at LCWA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from LCWA. Contractor shall refund any moneys erroneously charged. If LCWA ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to LCWA at the following location:

If to “LOS CERRITOS WETLANDS AUTHORITY”:

Los Cerritos Wetlands Authority
100 Old San Gabriel Canyon Rd
Azusa, CA 91702

If to “CONTRACTOR”:

27. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Orange County, California.

Supplementary Conditions: Role Clarifications

These Supplementary Conditions are issued for the Southern Los Cerritos Wetlands Restoration Project and are included with the LCWA General Contractor Contract. They clarify the roles of the Project Manager, Construction Manager, Architect/Engineer, and Contractor.

Special Condition 1: Project Management Framework

The LCWA has retained a Project Manager (PM), a Construction Manager (CM), and an Architect/Engineer (A/E) under separate agreements.

The PM shall serve as the LCWA's primary representative and shall coordinate the activities of the CM, A/E, and Contractor.

Nothing in this Contract shall diminish the LCWA's rights or obligations as set forth in the Contract Documents, or by law.

Special Condition 2: Authority of the Project Manager (PM)

The PM is the LCWA's designated representative for overall project coordination.

The PM shall:

- Coordinate all activities of the CM, A/E, and Contractor.
- Transmit final recommendations to the LCWA for decision.
- Serve as the Contractor's primary administrative point of contact.

The PM does not have authority to modify the Contract Sum, Contract Time, or Contract Documents without written authorization from the LCWA.

Special Condition 3: Role of the Construction Manager (CM)

The CM shall act as an adviser to the LCWA and PM.

The CM's responsibilities include:

- Monitoring progress, cost, and schedule.
- Reviewing Contractor submittals for completeness, constructability, and schedule impacts.
- Logging and coordinating Requests for Information (RFIs).
- Reviewing Contractor's Progress Payments applications for accuracy and completeness.
- Providing recommendations to the PM and A/E regarding Change Orders and claims.

The CM shall not have authority to issue binding interpretations, approve Change Orders, or direct the Contractor to perform Work inconsistent with the Contract Documents.

Special Condition 4: Role of the Architect/Engineer (A/E)

The A/E shall remain the design authority.

The A/E's responsibilities include:

- Reviewing and approving submittals for technical/design compliance.
- Responding to RFIs and providing interpretations of the designs and other associated Contract Documents.
- Conducting site visits to verify compliance with the design intent.
- Reviewing Change Orders for design impact.
- Certifying Substantial Completion and Final Completion.

Special Condition 5: Communication

The Contractor shall provide all notices, submittals, and correspondence required under the Contract to the PM, CM, and A/E simultaneously.

The Contractor shall not act upon direction from the CM or A/E that modifies the Contract Sum, Contract Time, or scope of Work unless confirmed in writing by the LCWA through the PM.

Special Condition 6: Payments and Closeout

The CM shall review Progress and Final Payment applications and transmit recommendations to the PM and A/E.

The A/E shall verify Work completed.

The PM shall review CM and A/E recommendations and transmit a final recommendation to the LCWA.

The LCWA shall authorize payment.

Special Condition 7: Change Orders and Claims

The CM shall review proposed changes for cost and schedule implications.

The A/E shall review proposed changes for design implications.

The PM shall coordinate these reviews and transmit a recommendation to the LCWA.

The LCWA shall approve and execute all Change Orders.