

**PALM DESERT HOUSING AUTHORITY  
SHORT FORM CONSTRUCTION CONTRACT**

**1. Parties and Date.** This Agreement is made and entered into this **12<sup>th</sup>** day of **June, 2025**, by and between the Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Tri-Star Contracting II, Inc., a Corporation**, with its principal place of business at **15-501 Little Morongo Road, Desert Hot Springs, CA 92240** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Authority. Authority is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Authority on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Demolition** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. The following license classifications are required for this Project: **Demolition and Partial Removal of Water Feature at One Quail Apartments**

2.3 Project.

The Authority is a public agency of the State of California and is in need of services for the following project:

**Demolition and Partial Removal of Water Feature at One Quail Apartments  
Project No. CHA00012  
(hereinafter referred to as "the Project")**

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, applicable performance bond, payment bond, insurance documents as required by the Contract.

**3. Terms.**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Special Conditions (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Request for Proposal published on March 18, 2025 (Exhibit "E")
- Contractor's Bid (Exhibit "F")

3.1.1 Precedence. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard

plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Authority ("Change Order").

3.2.1.1 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the Authority. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Authority for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

(A) Changes Ordered By Authority. Authority may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

(B) Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

**3.2.2 Substitutions/"Or Equal".** Pursuant to Public Contract Code section 3400(b), the Authority may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal".

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Authority may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Authority has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Authority in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Authority's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

**3.3 Period of Performance and Liquidated Damages.** Contractor shall perform and complete all Work under this Contract within **60** days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Authority. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages the sum of **Five Hundred Dollars (\$500)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Authority Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Authority, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Authority retains Contractor on an independent contractor basis and Contractor is not an employee of Authority. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Authority's Basic Obligation. Authority agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Authority shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Not to Exceed Contract Price of **One Hundred Twenty-Eight Thousand Three Hundred Sixty Two Dollars and 00/Cents (\$128,362.00)** ("Total Contract Price") for actual work conducted, provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written Change Orders approved and signed in advance by the Authority.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Authority will arrange for payment of the Total Contract Price upon completion and approval by Authority of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Authority will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Authority an itemized application for payment in the format supplied by the Authority indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Authority may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Authority

and in such detail and form as the Authority shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of the Work or termination in accordance with this Contract and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment.

3.7.3 Prompt Payment. Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers, or others.

3.7.4 Contract Retentions. From each approved progress estimate, 5% will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code section 22300, the Authority will permit the substitution of securities for any monies withheld by the Authority to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Authority, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Authority shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Authority has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Authority.

3.7.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and

Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.7.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Authority at the time of payment. To the extent that title has not previously been vested in the Authority by reason of payments, full title shall pass to the Authority at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free, and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Authority, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.9 Labor and Material Releases. Contractor shall furnish Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Authority.

### 3.8 Labor

3.8.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.8.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.8.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Authority, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "D" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.8.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising

out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.9 Performance of Work; Jobsite Obligations.

3.9.1 Water Quality Management and Compliance.

3.9.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.9.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.9.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Authority, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.9.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.9.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify, and hold harmless the Authority and their respective directors, officers, agents, employees, volunteers, and representatives for any alleged violations. In addition, Authority may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.



3.9.1.6 Reservation of Right to Defend. Authority reserves the right to defend any enforcement action brought against the Authority for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs (including the Authority's attorney's fees) associated with, any settlement reached between the Authority and the relevant enforcement entity.

3.9.1.7 Training. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.9.1. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in paragraph 3.9.1 as they may relate to the Work provided under this Contract. Upon request, Authority will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.9.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.9.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule, or regulation, it shall promptly notify the Authority in writing. Any necessary changes shall be made by written Change Order. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with.

3.9.4 Permits and Licenses. Contractor shall be responsible for securing Authority permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Authority permits, Contractor shall pay the Authority's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

**3.9.5 Trenching Work.** If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Authority's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**3.9.6 Hazardous Materials and Differing Conditions.** As required by California Public Contract Code section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Authority of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Authority; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Authority shall promptly investigate the conditions to determine whether a Change Order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

**3.9.7 Underground Utility Facilities.** To the extent required by Section 4215 of the California Government Code, Authority shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Authority to provide for removal or relocation of such utility facilities.

**3.9.8 Air Quality.** Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

**3.9.9 State Recycling Mandates.** Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

**3.9.10 Inspection Of Site.** Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.9.11 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any work or altering the condition.

3.9.12 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.

3.9.13 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours' notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.9.14 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours' notice prior to the creation of any condition affecting pedestrian paths of travel.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain.

3.11 Claims; Government Code Claim Compliance.

3.11.1 Except as otherwise provided in this Contract, if any dispute shall arise between the Authority and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the Authority within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

3.11.1.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the

California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

3.11.1.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

(A) An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Authority;

(B) Payment by the Authority of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

(C) An amount the payment of which is disputed by the Authority.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.11.1.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include all the information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

3.11.1.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

(A) Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

(B) List of documents relating to claim:

(1) Specifications

(2) Drawings

(3) Clarifications (Requests for Information)

(4) Schedules

(5) Other

(C) Chronology of events and correspondence

- (D) Narrative analysis of claim merit
- (E) Analysis of Claim cost, including calculations and supporting documents
- (F) Time impact analysis in CPM format

3.11.1.5 Authority's Response. Upon receipt of a Claim pursuant to this Section, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

(A) If the Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Authority's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three (3) days following the next duly publicly noticed meeting of the Authority's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(B) Within 30 days of receipt of a Claim, the Authority may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Authority and the Contractor. The Authority's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 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 or requested documentation, whichever is greater.

3.11.1.6 Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.11.1.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(A) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(B) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(C) Unless otherwise agreed to by the Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(D) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.11.1.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to 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 prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

3.11.1.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(A) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(B) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.11.1.10 Government Code Claim Procedures.

(A) This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(B) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Authority.

(C) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Authority.

(D) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.11.1.11 Non-Waiver. The Authority's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

3.12 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Contract pursuant to the termination provisions provided herein; provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.

3.13 Indemnification.

3.13.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority and their respective officers, agents, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority. Notwithstanding the foregoing, to the extent required by Civil

Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

3.13.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority and their respective officers, agents, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority and their respective officers, agents, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority and their respective officers, agents, employees, volunteers and representatives.

### 3.14 Insurance.

3.14.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

3.14.1.1 General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

3.14.1.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3.14.1.3 Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability and employer's liability. Such policy or policies shall include the following terms and conditions:



- (A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (B) Pay on behalf of wording as opposed to reimbursement;
- (C) Concurrency of effective dates with primary policies;
- (D) Policies shall “follow form” to the underlying primary policies; and
- (E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

3.14.1.4 Workers’ Compensation Insurance. Contractor may maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees. Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority and their respective officers, agents, employees, volunteers, and representatives.

3.14.1.5 Pollution Liability Insurance Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.14.1.6 Builder’s Risk Insurance. [RESERVED]

### 3.14.2 Other Provisions or Requirements

3.14.2.1 Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14.2.2 Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Authority and their respective officers, agents, employees, volunteers, and representatives shall continue as additional insureds under such policies.

3.14.2.3 Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

3.14.2.4 Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Authority and their respective officers, agents, employees, volunteers, and representatives shall be included as additional insureds under the Products and Completed Operations coverage.

3.14.2.5 Authority's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Contract.

3.14.2.6 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

3.14.2.7 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority and their respective officers, agents, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority and their respective officers, agents, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.14.2.8 Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

3.14.2.9 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums

shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

3.14.2.10 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

3.14.2.11 Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the Authority and their respective officers, agents, employees, volunteers, and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.

3.14.2.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

3.14.2.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.14.2.14 Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

3.14.2.15 Authority's Right to Revise Requirements. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

3.14.2.16 Self-Insured Retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

3.14.2.17 Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

3.14.2.18 Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

3.15 Bond Requirements.

3.15.1 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "B" hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Payment Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.2 Performance Bond. If specifically requested by Authority in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Performance Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Authority, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. If Contractor fails to furnish any required bond, the Authority may terminate the Contract for cause.

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.16 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated

for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

### 3.17 Employee/Labor Certifications.

3.17.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.17.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.17.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.18 General Provisions.

3.18.1 Authority's Representative. The Authority hereby designates **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Contract ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract except for increasing the Total Contract Price. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications, and experience of its proposed representative who shall be subject to the review and approval of the Authority ("Contractor's Representative"). Following approval by the Authority, Contractor's Representative shall have full authority to represent and

act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Authority, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Authority, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Authority's written approval.

3.18.3 Termination. This Contract may be terminated by the Authority at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by the Authority for any reason other than the fault of Contractor, the Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, the Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset the Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. If this Contract is terminated as provided, the Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials, or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from the Authority, the matter shall be referred to the Authority's Representative, whose decision shall be binding upon Contractor.

3.18.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Authority tender final payment to Contractor, without further acknowledgment by the Parties.

3.18.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Contractor:** Tri-Star Contracting II, Inc.  
15-501 Little Morongo Rd  
Desert Hot Springs, CA 92240  
ATTN: Daniel Willis, Secretary

**Authority:** Palm Desert Housing Authority  
73-510 Fred Waring Drive

Palm Desert, CA 92260-2578  
ATTN: Jessica Gonzales, Housing Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.18.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of the Authority. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Authority may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.18.10 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.18.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to terminate this Contract without liability.

3.18.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.18.15 Certification of License.

3.18.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.18.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

3.18.19 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project or other projects.

3.18.20 Federal Provisions N/A

**[Signatures on Next Page]**



**SIGNATURE PAGE TO SHORT FORM CONSTRUCTION AGREEMENT  
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY  
AND TRI-STAR CONTRACTING II, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**PALM DESERT HOUSING AUTHORITY**

By: \_\_\_\_\_  
Chris Escobedo  
Interim Executive Director

By: \_\_\_\_\_  
Bryan Willis  
President

Attest:

By: \_\_\_\_\_  
Daniel Willis  
Secretary

By: \_\_\_\_\_  
Anthony J. Mejia  
Secretary

909195  
\_\_\_\_\_  
Contractor's License Number and  
Classification

Approved as to form:

1000004952  
\_\_\_\_\_  
DIR Registration Number (*if applicable*)

By: \_\_\_\_\_  
Israh Shah  
Best Best & Krieger LLP  
Special Council

Clerks QC: \_\_\_\_\_

Contracts QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Review

Bonds: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **Examination**

Interested contractors must survey existing site conditions and make an independent determination as the extent of the demolition required.

Proposers must attend a mandatory pre-bid meeting that will be held on Thursday, March 27, 2025 at 9 a.m.

The location is a large multi-family apartment complex and the feature to be removed is at the front of the property. All safety precautions shall be made to secure the construction/demolition site and prevent foot traffic from traversing the area.

#### **Preparation**

Contractor must:

- Secure all necessary permits from the Palm Desert Permit Center to cut and/or cap all utilities including water, gas, electricity, and sewer.
- Contact Dig Safe and coordinate identification of all underground utilities.
- Coordinate inspections with the City of Palm Desert Building and Safety Department.
- Make all preparations to secure and protect the existing trees located on the property.
- Must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous material before proceeding with demolition operations.
- Not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Housing Authority or City of Palm Desert authorities having jurisdiction.
- Erect temporary protection such as walks, fences, railings, canopies, and covered passageways where required.

#### **Demolition**

Contractor shall demolish and remove all structures, facilities, other debris (including brush) that compromise the work site, and completely remove the same from the site.

Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- Conduct demolition operation to prevent injury to people and damage to adjacent buildings and facilities.
- Ensure safe passage of people around demolition area.
- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete on grade, unless discussed otherwise to remain.
- Below grade structures, foundation, boulders encased with concrete, rocks, and pond slab shall be completely removed.
- Removal and disposal of existing spillways, weirs, pond structures, including mass footings if encountered, rip rap features of waterfalls, low level, and mid-level supply piping.

### **Special Conditions**

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

This project is a prevailing wage project and requires DIR registration.

The Contractor must adhere to City Ordinance regarding noise making hours pursuant to Palm Desert Municipal Code Section 9.24:

October 1 - April 30	Monday - Friday	7:00 a.m. - 5:30 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.
	Sunday and Holidays	None
May 1 - September 30	Monday - Friday	5:30 a.m. - 7:00 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.
	Sunday and Holidays	None

### **Disposal of Demolished Materials**

The Contractor must promptly and properly dispose of demolished materials. The Contractor may not allow demolished materials to accumulate on-site.

The Contractor shall transport all demolished materials off-site and legally dispose of them. The Contractor must supply the Palm Desert Housing Authority with copies of all landfill and disposal receipts.

### **Restoration**

- Fill below-grade areas and voids resulting from demolition of concrete slabs and structures to meet existing site grades and profile.
- Install irrigation lines and emitters to support sod installation and 20 5-gallon planters of comparable existing landscape plants. Field coordination is expected with the landscape inspector assigned.
- 10-20% reuse of existing boulders for aesthetic rock placement within landscape area is expected. Field coordination is expected with the landscape inspector assigned.

### **Inclusions**

Specific Inclusions for the Scope of Work includes, but is not limited to:

- The Bid Package Contractor is responsible for:
  - Completing all work included in this Scope of Work.
  - Furnishing all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes, permits, and services necessary for and incidental to, performing all operations in connection with this Bid Package.
  - Completing all work as detailed herein as well as indicated in plans and specifications in accordance with approved project documents.
  - Multiple mobilizations may be required to perform this work.
  - Attend and participate in coordination meetings (date and time to be determined by construction manager).
  - Providing representation by someone with authority to make schedule and manpower decisions when the Contractor's work is being performed on site or when specifically requested by Construction Manager.
- The Bid Package Contractor is responsible for:
  - Securing the area for safety

Exhibit "A"

- Storage and security of own materials and equipment located on jobsite.
- Supplying and installing own yard and security fence if required for storage.
- Note: On-Site storage, laydown areas, parking, and access is limited and controlled by the Construction Manager.
- Own employee parking.
- Daily clean up of debris and removal of same from project site.
- Mitigate and prevent dust, noise, and traffic for own work.
- The Bid Package Contractor is responsible for:
  - Connecting to utilities at provided power sources.
  - Attend and participate in a pre-construction conference.
  - Responsible for all trucking operations associated with own work, including street clean up, flag people, and routing requirements.
  - Export of spoils from job site from own work.
  - Provide dumpsters, secure them, and arrange for disposal and removal of own work.

**EXHIBIT "B"**

**SPECIAL CONDITIONS**

**ARTICLE 1. BONDS**

Concurrently with this Contract, the Contractor shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Authority. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

**EXHIBIT "C"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**TRI-STAR CONTRACTING II, INC.**

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

Bryan Willis  
Name (Print)

CEO  
Title (Print)

**EXHIBIT "D"****PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: Tri-Star Contracting II, Inc.

DIR Registration Number: 1000004952

DIR Registration Expiration: June 30, 2025

Small Project Exemption:        Yes or **X** No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Tri-Star Contracting II, Inc.

Signature: \_\_\_\_\_

Name and Title: Bryan Willis, CEO

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

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT “E”**

**REQUEST FOR PROPOSAL PUBLISHED MARCH 18, 2025**

REQUEST FOR PROPOSAL

2025-RFP-168

DEMOLITION AND REMOVAL OF WATER FEATURE AT ONE  
QUAIL PLACE APARTMENTS



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: March 18, 2025

DEADLINE FOR QUESTIONS: April 7, 2025

RESPONSE DEADLINE: April 18, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

Exhibit “E”



City of Palm Desert  
REQUEST FOR PROPOSAL  
Demolition and Removal of Water Feature at One Quail Place  
Apartments

- I. Background and Introduction .....
- II. Notice Inviting Proposals .....
- III. Scope of Services .....
- IV. Requests for Clarification .....
- V. Content and Format of Proposal .....
- VI. Selection Process .....
- VII. Evaluation Criteria .....
- VIII. Submittal Requirements .....
- IX. General Conditions .....
- X. Protests.....

Attachments:

- A - Site Map
- B - Photos with Details
- C - Draft Short Form Construction Contract
- D - Sample Payment and Performance Bonds

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

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## 1. Background and Introduction

### 1.1. Summary

The Palm Desert Housing Authority ("Authority") is requesting proposals from qualified firms ("Proposers") for Demolition and Removal of Water Feature at One Quail Place Apartments ("Services") to establish a Short Form Construction Contract ("Agreement").

To serve and promote the welfare of its residents, the Authority intends to procure the Services, as described below.

The Palm Desert Housing Authority owns and operates a multi-family apartment complex called One Quail Place which is located at 72-600 Fred Waring, Palm Desert. At its primary entrance there is a water feature with several ponds. It is the intent of this RFP to demo the ponds, remove rock feature as needed, but leaving the aesthetics of the water feature for the property as much as possible.

### 1.2. Background

The City Council of the City of Palm Desert ("City Council") has determined that there is a need for a housing authority within City limits. Consequently, the Authority was established. The Authority is a public agency functioning as a separate legal entity from the City of Palm Desert ("City") whose objective is to serve and promote the welfare of its residents. The members of the City Council constitutes the governing body of the Authority, which is known as the "Authority Board". The Authority Board meets every second and fourth Thursdays of the month at Palm Desert City Hall, which is located at 73-510 Fred Waring Drive.

The Authority owns 15 affordable housing properties in the City of Palm Desert which amounts to 1,114 units. The properties are managed by a contracted property management group which is responsible for the day-to-day operations of the properties.

The City is a charter city in the State of California and was incorporated in 1973. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, the City is part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, as well as safe and clean streets, in addition to plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

### 1.3. Contact Information

**John Ramont**

Deputy Director, Finance

Email: [jramont@cityofpalmdesert.org](mailto:jramont@cityofpalmdesert.org)

Phone: [\(760\) 776-6308](tel:7607766308)

**Department:**

Finance Department

### 1.4. Timeline

The above scheduled dates are tentative and Authority retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind Authority to award a contract for the Services and Authority retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

<b>Release of Request for Proposal</b>	March 18, 2025
<b>Pre-Proposal Meeting (Mandatory)</b>	March 27, 2025, 9:00am 72-600 Fred Waring Dr., Palm Desert, CA 92260
<b>Last Day to Submit Questions for Clarification</b>	April 7, 2025, 3:00pm
<b>Clarifications Issued by City on or before</b>	April 10, 2025, 5:00pm
<b>Deadline for Receipt of Proposals submitted on or before</b>	April 18, 2025, 5:00pm

## 2. Notice Inviting Proposals

### 2.1. NOTICE

RFP No.: 2025-RFP-168

Project Title: Demolition and Removal of Water Feature at One Quail Place Apartments

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 5:00 pm, Friday, April 18, 2025. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: Removal and partial demolition of water feature and capping of utilities at One Quail Place apartments.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

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## **2.2. SCOPE OF SERVICES**

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between Authority and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

## **2.3. PREVAILING WAGE**

- A. Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at the Finance Department upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No proposal will be accepted, nor any contract entered into without proof of the proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

## **2.4. LICENSE REQUIREMENTS**

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class B, General Construction

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

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## 2.5. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

## 2.6. PRE-PROPOSAL MEETING

Each Proposer is requested to attend a "**mandatory**" pre-proposal meeting to be held at 9:00 am on Thursday, March 27, 2025, at 72-600 Fred Waring Dr., Palm Desert, CA 92260. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

# 3. Scope of Services

## 3.1. Examination

Interested contractors must survey existing site conditions and make an independent determination as the extent of the demolition required.

Proposers must attend a mandatory pre-bid meeting that will be held on Thursday, March 27, 2025 at 9 a.m.

The location is a large multi-family apartment complex and the feature to be removed is at the front of the property. All safety precautions shall be made to secure the construction/demolition site and prevent foot traffic from traversing the area.

## 3.2. Preparation

Contractor must:

- Secure all necessary permits from the Palm Desert Permit Center to cut and/or cap all utilities including water, gas, electricity, and sewer.
- Contact Dig Safe and coordinate identification of all underground utilities.
- Coordinate inspections with the City of Palm Desert Building and Safety Department.
- Make all preparations to secure and protect the existing trees located on the property.
- Must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous material before proceeding with demolition operations.
- Not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Housing Authority or City of Palm Desert authorities having jurisdiction.
- Erect temporary protection such as walks, fences, railings, canopies, and covered passageways where required.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

**3.3. Demolition**

Contractor shall demolish and remove all structures, facilities, other debris (including brush) that compromise the work site, and completely remove the same from the site.

Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- Conduct demolition operation to prevent injury to people and damage to adjacent buildings and facilities.
- Ensure safe passage of people around demolition area.
- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete on grade, unless discussed otherwise to remain.
- Below grade structures, foundation, boulders encased with concrete, rocks, and pond slab shall be completely removed.
- Removal and disposal of existing spillways, weirs, pond structures, including mass footings if encountered, rip rap features of waterfalls, low level, and mid-level supply piping.

**3.4. Special Conditions**

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

This project is a prevailing wage project and requires DIR registration.

The Contractor must adhere to City Ordinance regarding noise making hours pursuant to Palm Desert Municipal Code Section 9.24:

October 1 - April 30	Monday - Friday	7:00 a.m. - 5:30 p.m.
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	Sunday and Holidays	None
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	Saturday	8:00 a.m. - 5:00 p.m.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

	Sunday and Holidays	None
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### 3.5. Disposal of Demolished Materials

The Contractor must promptly and properly dispose of demolished materials. The Contractor may not allow demolished materials to accumulate on-site.

The Contractor shall transport all demolished materials off-site and legally dispose of them. The Contractor must supply the Palm Desert Housing Authority with copies of all landfill and disposal receipts.

### 3.6. Restoration

- Fill below-grade areas and voids resulting from demolition of concrete slabs and structures to meet existing site grades and profile.
- Install irrigation lines and emitters to support sod installation and 20 5-gallon planters of comparable existing landscape plants. Field coordination is expected with the landscape inspector assigned.
- 10-20% reuse of existing boulders for aesthetic rock placement within landscape area is expected. Field coordination is expected with the landscape inspector assigned.

### 3.7. Inclusions

Specific Inclusions for the Scope of Work includes, but is not limited to:

- The Bid Package Contractor is responsible for:
  - Completing all work included in this Scope of Work.
  - Furnishing all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes, permits, and services necessary for and incidental to, performing all operations in connection with this Bid Package.
  - Completing all work as detailed herein as well as indicated in plans and specifications in accordance with approved project documents.
  - Multiple mobilizations may be required to perform this work.
  - Attend and participate in coordination meetings (date and time to be determined by construction manager).
  - Providing representation by someone with authority to make schedule and manpower decisions when the Contractor's work is being performed on site or when specifically requested by Construction Manager.
- The Bid Package Contractor is responsible for:



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- Securing the area for safety
- Storage and security of own materials and equipment located on jobsite.
- Supplying and installing own yard and security fence if required for storage.
- Note: On-Site storage, laydown areas, parking, and access is limited and controlled by the Construction Manager.
- Own employee parking.
- Daily clean up of debris and removal of same from project site.
- Mitigate and prevent dust, noise, and traffic for own work.
- The Bid Package Contractor is responsible for:
  - Connecting to utilities at provided power sources.
  - Attend and participate in a pre-construction conference.
  - Responsible for all trucking operations associated with own work, including street clean up, flag people, and routing requirements.
  - Export of spoils from job site from own work.
  - Provide dumpsters, secure them, and arrange for disposal and removal of own work.

#### 4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 3:00 pm (local time) on Monday, April 7, 2025.

#### 5. Content and Format of Proposal

##### 5.1. [Proposal \(WITHOUT COST\)](#)\*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

##### A. Cover Letter



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1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

**B. Experience and Technical Competence**

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

**C. Firm Staffing and Key Personnel**

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

**D. Proposed Method to Accomplish the Work**

1. Describe the technical and management approach to providing the Services to the Authority. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the Authority's attention within the discussion of its proposed method to accomplish the work.

\*Response required

**5.2. Fee Proposal\***

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

\*Response required

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**5.3. Non-Collusion Declaration\***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

\*Response required

**5.4. Enter your valid CA Contractors State License Board (CSLB) number\***

Please enter your License Number here. This will be verified against the state database.

\*Response required

**5.5. Enter your California Department of Industrial Relations (DIR) Registration number\***

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

\*Response required

**5.6. Type of Business\***

- ☐ C Corporation (if corporation, two signatures are required)
- ☐ S Corporation (if corporation, two signatures are required)
- ☐ Limited Liability C Corporation (if corporation, two signatures are required)
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual

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☐ Other

\*Response required

**5.7. Litigation\***

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

\*Response required

**5.8. Changes to Agreement\***

The Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the Authority's decision to enter into an Agreement.

\*Response required

**5.9. No Deviations from the RFP\***

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

*Maximum response length: 5000 characters*

\*Response required

**5.10. Project Team Resumes\***

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

\*Response required

**5.11. List the Signatory(s) Authorized to Sign and Bind an Agreement.\***

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

\*Response required

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**5.12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.\***

☐ Please confirm

\*Response required

## 6. Selection Process

- A. During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the Authority's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The Authority reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the Authority's research and investigation. Upon selection of a Proposer, the Authority will endeavor to negotiate a mutually agreeable Short Form Construction Contract with the selected Proposer. In the event that the Authority is unable to reach Agreement, the Authority will proceed, at its sole discretion, to negotiate with the next Proposer selected by the Authority. The Authority reserves the right to contract for services in the manner that most benefits the Authority including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, Authority staff will make the final recommendation to the Authority Board concerning the proposed Agreement. The Authority Board has the final authority to approve or reject the Agreement.

## 7. Evaluation Criteria

The Authority will evaluate proposals based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Clarity and conformance of proposal to the RFP	0-5 Points	10 (10% of Total)
2.	Content of the proposal, including the work plan	0-5 Points	30 (30% of Total)
3.	Proposer's experience and performance	0-5 Points	25 (25% of Total)

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4.	<b>Team members' experience and performance</b>	0-5 Points	10 (10% of Total)
5.	<b>Fee proposal</b>	0-5 Points	25 (25% of Total)

## 8. Submittal Requirements

### 8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

### 8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

### 8.3. Site Examination

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

### 8.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

### 8.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either Authority and the successful Proposer have completed negotiations and entered into an Agreement or Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

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If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

#### **8.6. Submittal Instructions**

The proposal must be received no later than 5:00 pm, on or before Friday, April 18, 2025 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the screen while on the website) during business hours, or by emailing [support@procurenw.com](mailto:support@procurenw.com). Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

### **9. General Conditions**

#### **9.1. Amendments to RFP**

The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.



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## 9.2. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

## 9.3. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

## 9.4. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

## 9.5. Cancellation of RFP

Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

## 9.6. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

## 9.7. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

## 9.8. Right to Negotiate and/or Reject Proposals

Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets Authority's requirements.

## 9.9. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).

## 10. Protests

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

### 10.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

### 10.2. Waiver

Any person that: (1 ) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

### 10.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

### 10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.
- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.



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#### **10.5. Protest Review and Response**

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

#### **10.6. Conflicts**

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

Contract No. \_\_\_\_\_

**EXHIBIT "F"**  
**CONTRACTOR'S BID**

**PROPOSAL**  
***Tri-Star Contracting II, Inc.***

15-501 LITTLE MORONGO ROAD  
 DESERT HOT SPRINGS CA 92240

Bus: (760) 251-5454 Fax: (760) 251-5458

License Number: 909195 (A), DIR Number 1000004952



*"We dig the  
Coachella Valley"*

Proposal Date: 18-Apr-25  
 Date of plans:

Proposal number: 050425

Proposal Submitted to: City of Palm Desert	Job Name: Pond Demo
Address: 73510 Fred Waring Drive	Address: One Quail Place
Palm Desert CA 92260	Palm Desert CA
Phone: 760-340-0574	Contact: Celina Cabrera
Fax: ccabrera@cityofpalmdesert.org	Contact cell #: 760-776-6449

We hereby submit an estimate for equipment, labor & material to:

Mobilization	1 LS	\$	21,688.00	\$	21,688.00
Includes bonding, & Site Protection					
Remove Trees	2 EA	\$	5,668.00	\$	11,336.00
Demo	1 LS	\$	40,734.00	\$	40,734.00
Demo to include:					
Demo & remove ponds on site:					
Rocks encased in concrete to be removed					
Rocks not covered in concrete to stay on-site as decorative wall					
No fill to be exported or imported					
Grade Area	5,000 SF	\$	1.56	\$	7,800.00
Place Salvaged Boulders	1 LS	\$	24,804.00	\$	24,804.00
Install Irrigation to include:					
Connect to existing valve	1 EA	\$	68.00	\$	68.00
3/4" PVC Pipe	400 LF	\$	15.50	\$	6,200.00
1804 Pop-up Spray Head	20 EA	\$	76.00	\$	1,520.00
1/2" Bubbler	20 EA	\$	19.00	\$	380.00
5 Gallon Plants (addendum 1)	20 EA	\$	66.60	\$	1,332.00
Sod	5,000 SF	\$	2.50	\$	12,500.00

Sod to be planted over native soil

Project includes prevail wage

Project includes work listed in the invite to bid

Billing to be done based on work completed on-site, changes in work or scope to be billed T&M

Plant maintenance to be done T&M if requested

**Exclusions** (unless listed above): any permits, inspections, fees, bonding, water, water meter, engineering, surveying, tests, screening on-site material, traffic control, drainage in areas of less than 1% grade.

Contractor is under no duty to investigate the project site, analyze, compare and/or correct the plans and specifications.

Tri-Star is not responsible for undisclosed site conditions including utilities, rocks, pipes, or septic tanks.

Work necessary as a result of these unknown conditions are the owner's responsibility and if additional work is necessary as a result, such work will be billed as an extra. Owner/contractor is advised to obtain their own soils engineer & compaction tests.

**TOTAL PROPOSAL: \$ 128,362.00**

All sums are due and payable as stated. Any unpaid sums incur interest at the rate of (2%) per month from the date said sum is due. If any installment payment due hereunder is past due, or if Buyer disputes an extra charge hereunder, Tri-Star may stop work.

Payment is to be made as follows: 30 day billing

**THIS PROPOSAL IS VALID FOR 180 DAYS**

Respectfully

Submitted:   
 Dan Willis

**General Provisions**

Any alteration or deviation from above specifications, including any such alterations or deviations involving additional material and/or labor cost, will be executed only upon written order for same, signed by Owner and Tri-Star, and if there is any charge for such alteration or deviation, the additional charge will be added to this Contract if payment is not made when due. Tri-Star may suspend work on the job until such time as all payments due have been made. A failure to make payments from the

due date shall be deemed a breach of this Contract

**In addition the following general provisions apply:**

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized to perform said work.
3. Tri-Star may at its discretion engage sub-contractors to perform work hereunder, provided Tri-Star shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
4. Tri-Star shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Tri-Star, and shall be incorporated in, and become a part of this Contract.
6. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Tri-Star may cease work without breach of pending payment or resolution of any dispute.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration venue shall be in Palm Desert California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
8. Tri-Star shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by Owner and/or contractors, acts of God, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the Owner as well as the contractor, agents, architects, engineers, or government agency which will extend or change the scope of work may be charged as an extra under this Contract.
9. Tri-Star warrants all work for a period of 12 months following completion.

**The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.**

Acceptance \_\_\_\_\_ Date \_\_\_\_\_