

**ADDENDUM NO. 1**  
**TO THE SPECIFICATIONS AND BID DOCUMENTS**  
**2026 On-Call Citywide Digouts**

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

**Item No.1:** Attached as Exhibit A is the Pre-Bid Meeting Sign In Sheet.

**Item No.2:** Changes to the Bonding Requirements have been updated in the bid documents. Please replace the Notice to Contractors with Exhibit B and also replace Attachment H, the Sample Contract with Exhibit C.

**Item No. 3:** The **BID OPENING** has been moved from Wednesday, January 21, 2026, at 1:30 p.m. to **Wednesday, March 4, 2026, at 1:30 p.m.**

**End of Addendum No. 1**

Signature of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**SUBMIT THIS SHEET AS PART OF YOUR BID**

**Warning:** If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

**EXHIBIT A**

City of Rocklin  
Mandatory Pre-Bid Meeting Sign-In Sheet  
January 6, 2026, 10:30 a.m.  
**2026 On-Call Citywide Dig Outs**

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	Harold Hurson	Always Paving Inc.	510-789-6610	harold@alwayspavinginc.com
2	Sean Stevenson	Freshi Construction	(520) 468-5828	Sean@FreshiConstruction.com
3	Brad Schendel	BIM Civil	(916) 638-8626	estimating@bim-builders.com
4	DAVE KOEHLER STEVE KOEHLER	J D PASQUETTE	916 919 0333	ESTIMATIONS@JDPASQUETTE.COM
5	Pam Duxingson Barley Follett	Central Valley Engineers	916-791-1609	Barley@centralvalley.com
6	Travis Stokes	Action Asphalt & Concrete	530 206 4458	travis@actionasphalt.com
7	Danilo Lofleur	Lofleur Engineering, Inc.	916 542 5356	danilo@le-i-ca.net
8	Justin Bernalick	Arrow Const.	916-825-2144	jbovalick@arrowcon.com
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## EXHIBIT B

### NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

**BID DATE / TIME:** Until Wednesday, March 4, 2026 (1:30pm)

**SUBMIT BIDS TO:** City Clerk  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

**FOR:** City of Rocklin  
2026 On-Call Citywide Dig Outs  
This project consists of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete.

**ESTIMATED CONSTRUCTION COST:** N/A

**TOTAL CONTRACT TIME AND PRICE:** It is anticipated that a single contract will be awarded with an initial three year term, with, at the City's sole option, two one year extensions. A separate authorization for services will apply to each year. The maximum amount for each year of the Contract Term will be \$200,000 per year. The Bid prices will apply.

**CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED** Class A or Class B with a C-12 License

**MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION** Tuesday, January 6, 2026, at 10:30am at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is***

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***unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this Project as a “public work” as that term is defined by Labor Code Section 1720, and the Project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at <http://www.dir.ca.gov/OPRL/PWD>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked “**Bid for CITY OF ROCKLIN 2026 ON-CALL CITYWIDE DIG OUTS PROJECT**” (“Project”) and include the company name and address on the envelope.

At the **mandatory** pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City’s website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City’s prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation (“Corp”) Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is \$25.00. Alternatively, Contract Documents may be downloaded at no charge from the City of Rocklin’s website at [www.rocklin.ca.us/DownloadBids](http://www.rocklin.ca.us/DownloadBids).

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on

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the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to **Rick Lawrence, Public Works Manager** by email at [Richard.Lawrence@rocklin.ca.us](mailto:Richard.Lawrence@rocklin.ca.us) no later than **Thursday, January 8, 2026 at 12:00 p.m.** All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the not-to-exceed amount of \$200,000 for the first year of the Contract. Thereafter, for any authorization for services issued by the City for subsequent years, the successful Bidder shall be required to increase the Material and Labor Payment Bond and the Performance Bond to the amounts of the increased Contract Price.

**Alternate Bids.** Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to

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whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq.*

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

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Justin Nartker  
Director of Public Works  
City of Rocklin

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Date

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## EXHIBIT C

### ATTACHMENT H

#### AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND CONTRACTOR

This agreement, dated for identification as of **March 24, 2026**, is entered into between the City of Rocklin, through its Public Works Department ("City") and CONTRACTOR ("Contractor") (collectively, the "Parties" and individually a "Party") for the purpose of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete throughout the City.

##### **Section 1. THE WORK**

- A. It is the intent of the parties that the Contractor shall undertake, at the City's written direction, a number of small public works projects ("Project") during the term of this Contract. The Contractor shall perform the removal and replacement of existing asphalt concrete surfacing and underlying base material services that are available during the term of this Contract as requested by the City:

- See Exhibit A for Specifications/Scope of Work

Each such Project shall be the subject of a Task Order between the Contractor and City setting forth the specific scope of work, materials type, schedule, and pricing at the prices set forth in Contractor's Bid, as incorporated in Exhibit B, the Bid Pricing Schedule. A Notice to Proceed shall be issued prior to the commencement of each Project. City reserves the right, in its sole discretion, not to issue any Task Order and/or any Notice to Proceed; Contractor shall not commence any work without the issue of an applicable written Task Order and Notice to Proceed; and Contractor shall have no claim against City for its decision not to issue any Task Order or Notice to Proceed. In no event shall the total sum payable for all Projects assigned under the Contract exceed the amount set forth in Section 4 of this Contract.

- B. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all work required for the Agreement for the Project entitled: **2026 ON-CALL CITYWIDE DIG OUTS**.
- C. City shall provide reasonable access to City's property and/or buildings as needed by Contractor to perform the work required for each Project.
- D. Contractor shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify

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City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

- E. Contractor agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Contractor's profession. Contractor is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Contractor represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement.

## **Section 2. RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor acknowledges that Contractor (as well as Contractor's principals, employees, subcontractors, and suppliers) is an independent contractor and not an employee, agent, or representative of the City and that nothing in this Contract is intended to alter Contractor's independent contractor status. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold the City harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers, and others, including compliance with Social Security, withholding and all other regulations governing such matters.
- B. Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract. If the work of this Contract is part of a larger project, Contractor shall communicate and cooperate with the City and any other contractors on the larger project to the extent necessary so that the performance and sequence of the larger project may be carried forward in good order and in a timely manner.

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- C. Unless otherwise specifically noted in a writing signed by the City, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project.
- D. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.
- E. Contractor represents and warrants to the City that all materials and equipment incorporated in the Project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.
- F. Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work and completion of the Project.
- G. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and completion of the Project, and shall notify the City if any of the Contract Documents are at variance therewith.
- H. Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents, and employees, and all other persons performing any of the work toward completion of the Project under a contract with Contractor.
- I. Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Project, Contractor shall remove all of Contractor's waste materials and rubbish from and about the Project as well as all of Contractor's tools, construction equipment, machinery, and surplus materials. If Contractor fails to comply with this provision (Section 2, Subsection I), The City may clean up the premises and charge the costs to Contractor. The City may, in its sole discretion, deduct such costs from any sums owing Contractor or The City may send a bill for such costs to Contractor and Contractor shall pay The City's costs within 30 days of receipt of The City's bill therefor.
- J. Contractor acknowledges that Contractor has made an independent investigation of the Project site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.
- K. Contractor acknowledges that Contractor has read and understands all of the Contract Documents.
- L. Contractor acknowledges awareness of the provisions of subdivision (b) of Public Contract Code section 7103.5, which states as follows:

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In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Article 4 of the Clayton Act (15 U.S.C. §. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

### **Section 3. RESPONSIBILITIES OF CITY**

Pursuant to the terms and conditions of this agreement, City shall:

- A. Compensate Contractor as prescribed in Sections 5 and 6 of this agreement and shall monitor the outcomes achieved by Contractor.

### **Section 4. COMPENSATION**

- A. The Contract Price represents the total compensation payable by the City to the Contractor for the complete performance of all the work described under this Contract. The initial Contract Price shall not exceed (\$200,000.00) for services for the first year of the Contract. Thereafter, the Contract Price may be increased by an additional not to exceed \$200,000.00 per additional year of the Contract Term. The not to exceed amounts shall not be exceeded unless modified through a duly executed amendment in accordance with the terms of this Contract.
- B. Contractor shall be paid as certain tasks or units of services are completed for the services described in the individual Task Orders assigned under this Agreement. Each Task Order shall state the amount of the Contract Price allocable to the Task Order.

### **Section 5. BILLING AND PAYMENT**

- A. Contractor shall submit a bill for services rendered to Public Works Manager or Traffic Maintenance Supervisor after five days after completion of the services described above, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

At minimum, all invoices submitted by Contractor shall contain the following information:

- i. Job/project name or description;
- ii. City's current purchase order and/or work order number (if applicable);
- iii. Contractor's invoice number;
- iv. Date of invoice issuance;

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- v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
  - vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
  - vii. Total billed to date under agreement.
- B. Compensation under this agreement shall be reduced by applicable Contractor revenues. The term “applicable Contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.
- C. Should City, or the City, state, or federal government, disallow any amount claimed by or paid by City to Contractor, Contractor shall reimburse City, the City, state or federal government, as directed by City or the state or federal government, for such disallowed cost.
- C. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor’s compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor’s breach of this section.

## **Section 6. TERM OF AGREEMENT**

This agreement is an annual contract awarded for an initial three-year period and may be renewed on a year-to-year basis for two additional one-year terms, at the City’s discretion, and shall commence as of the last date it has been signed by both Parties. A written authorization of services issued by the City will be required for each individual year of the Contract Term. City reserves the right, in its sole discretion, not to issue a written authorization for services for any year, and Contractor shall have no claim against the City for the failure to issue such written authorization.

## **Section 7. TERMINATION OF AGREEMENT**

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of City, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Contractor. If termination for cause is given by City to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

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- B. City may terminate this agreement without cause on thirty (30) days written notice to Contractor.
- C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's designee.
- E. Should this agreement be terminated, Contractor shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement in a format acceptable to City.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.
- C. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- D. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings,

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Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

- E. Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.
- F. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

#### **Section 9. DEFINITIONS**

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

#### **Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

#### **Section 11. LIQUIDATED DAMAGES**

- A. Time is of the essence of this Contract. Contractor shall complete the Project by the Completion Date specified in Section 7 unless The City agrees in writing to an extension of time.
- B. The term "day" as used in the Contract Documents shall mean calendar day.
- C. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages.
- D. The actual occurrence of damages and the actual amount of the damages which The City would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which

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could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which The City would suffer in the event of delay include, but are not limited to, loss of the use of the work product, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the Project. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the Project within the time specified. Contractor agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Contractor.

- E. The amount of liquidated damages to be paid by Contractor to The City for failure to complete the Project as specified in this Contract will be \$500.00 for each day by which completion of the Project is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to The City resulting from Contractor's default.
- F. In the event Contractor shall become liable for liquidated damages under this Section, the City, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Contractor, until the liability of Contractor under this Section has been fully satisfied. If the Retention is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and Contractor's sureties shall continue to remain liable to The City until all such liabilities are fully satisfied.

## **Section 12. PERFORMANCE AND PAYMENT BONDS**

- A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
  - 1. One bond shall guarantee the Faithful Performance of the Contract.
  - 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California.
  - 3. Each of the two bonds described above must be in the initial amount of one hundred percent (100%) of \$200,000 as the initial Contract Price, which is the not-to-exceed amount of the first year of the Contract. Thereafter, for any authorization for services issued by the City for subsequent years, each bond must be increased to the amounts of the increased Contract Price.
  - 4. Each of the two bonds must be in effect for the entirety of the Contract Term (contract term is for three years plus two additional one-year contract extensions at the City's sole discretion).
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said

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bonds hereby waives the provisions of Section 2819 of the Civil Code.

- C. Bonds shall only be accepted from an “Admitted surety insurer”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit all of the following with the bonds:**

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

### **Section 13     SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. If this contract is the subject of a competitively bid project or work, then the following may apply:
1. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
  2. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement
  3. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

### **Section 14.     PROTECTION OF PERSONS AND PROPERTY**

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the Project, or any part thereof. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) All employees on the Project and other persons who may be affected thereby; (2) all the work and all materials and equipment to be incorporated in the Project; and (3) other property at the Project site or adjacent thereto. In executing the work to complete the Project, or any part thereof, Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury, or loss. With respect to the work to complete the Project, or any part thereof, all damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of The City.

### **Section 15.     EMPLOYMENT STATUS OF CONTRACTOR**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to

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such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a City employee. City shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Contractor be eligible for any other City benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

#### **Section 16. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

#### **Section 17. INSURANCE REQUIREMENTS**

Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor agrees to have and maintain the policies set forth below, 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 the Contractor, its agents,

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representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**A. Minimum Scope and Limit of Insurance**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits. Contractor is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or 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 City.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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2. **Primary Coverage.** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancellation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

5. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

8. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

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- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

10. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Section 18. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Contractor shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer The City.

#### **Section 19. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

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- B. Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Contractor represents and warrants all websites created for City, or used by Contractor to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7](http://www.w3.org.7), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with the provisions of this section.

**Section 20. ACCESS TO RECORDS; RECORDS RETENTION**

- A. City, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or City. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Contractor agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

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- D. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

**Section 21. LICENSES AND PERMITS**

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

**Section 22. PERFORMANCE STANDARDS**

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

**Section 23. LABOR CODE AND PREVAILING WAGE COMPLIANCE**

- A. In accordance with Exhibit C the City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination (Exhibit C).

**Section 24. PREVAILING WAGE RATES**

- A. If the Contract Sum is \$1,000 or more, Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at the City's Department of Public Works, located at 4081 Alvis Court, Rocklin, California, 92677, and are available to Contractor upon request. Contractor shall also pay,

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and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

- B. If the Contract Sum is \$1,000 or more, Contractor shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to the City such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- C. If the Contract Sum is \$1,000 or more, Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the 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 Contractor and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by the City, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.
- D. The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before performing work on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors at <https://efiling.dir.ca.gov/PWCR/Search>.

## **Section 25. WORKING HOURS**

In accordance with the provisions of sections 1810 to 1815 of the Labor Code, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any subcontractor, doing any part of the work contemplated by this Contract, shall be required or permitted to work more than eight hours in one calendar day or 40 hours in one calendar week, unless such worker is paid for all hours worked in excess thereof at not less than 1- 1/2 times the basic rate of pay. Contractor and each subcontractor shall keep an accurate record showing the persons so employed and actual hours worked each calendar day and each calendar week by all workers employed in connection with the work contemplated by this Contract, which records shall be open at all reasonable hours to the inspection of the City and the Division of Labor Standards Enforcement. It is hereby further agreed that Contractor shall forfeit as a penalty to the

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City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight hours in any one calendar day or 40 hours in any one calendar week in violation of sections 1810 to 1815 of the Labor Code.

**Section 26. CONFLICTS OF INTEREST**

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 27. NOTICES**

- A. Except as provided in Section 8.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City:                      Public Works Director;  
Public Works  
4081 Alvis Court,  
Rocklin, CA 95677  
916-625-5500

If to Contractor:            CONTRACTOR  
MAILING ADDRESS  
CITY, STATE, ZIP  
PHONE NUMBER

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 27.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

**Section 28. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 29. COMPLIANCE WITH POLITICAL REFORM ACT**

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Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any City decision which may affect Contractor's financial interests. If required by the City's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 30. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 31. POWER AND AUTHORITY TO ENTER INTO AGREEMENT**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

**Section 32. OWNERSHIP OF WORK**

To the extent Contractor's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Contractor's staff or between Contractor and any subcontractors. City may use Contractor's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Contractor, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Contractor. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

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**Section 33. USE OF CITY PROPERTY**

Contractor shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

**Section 34. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

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**IN WITNESS WHEREOF**, City and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**CITY OF ROCKLIN**

\_\_\_\_\_  
Aly Zimmerman, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew McOmber, City Attorney

ATTEST:

\_\_\_\_\_  
Avinta Singh, City Clerk

**CONTRACTOR:**

**(California Corporations: must be signed by company's CEO, President, or Vice President as well as the Secretary or CFO.)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

<p><b>Warning:</b> If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.</p>
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**CERTIFICATE OF ACKNOWLEDGMENT** pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT**

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## **EXHIBIT A**

### **SPECIFICATIONS/ BID SCHEDULE DETAIL**

The following descriptions of bid items are provided to further describe several items contained in the proposal. It is not the intention of this summary to limit each only to those special work descriptions, but rather show that each item listed shall include everything required, whether specifically enumerated or not, to construct, install or provide, including profit and overhead, the complete item of work.

All quantities and measurements are approximate, and should be field-verified prior to bid submittal.

Unit prices shall include all related costs to remove and replace material as specified below. This includes all traffic striping/marketing removal and replacement, any water pollution control that is needed, any required mobilization or delivery, and all traffic control.

All quantities and bid items are assumed to have no rock within the project limit. Therefore, in bidding the items, contractor shall assume no rock excavation.

In the event rock is encountered, the removal and disposal shall be considered extra work.

#### **BID ITEM 1A-E- EXCAVATE/REPLACE ASPHALT CONCRETE (TYPE A)**

This work shall consist of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete as shown on the plans and in conformance with the Special Provisions.

The unit price paid under this item shall include all labor, tools, materials, and equipment necessary to cold mill existing pavement, disposal of material, and furnish and place new hot mix asphalt concrete. (Type-A HMA)

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Project Manager.

Existing asphalt concrete surfacing and underlying base material removed during a working day shall be replaced the same working day before the time the lane is to be opened to public traffic in conformance with the Special Provisions. (Don't remove asphalt if you can't finish it with HMA in the same day.)

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Project Manager or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Project Manager. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 13-4 and 14-10 of the 2010 Caltrans Standard Specifications.

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The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Project Manager.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The quantity of excavate/replace of asphalt concrete to be paid for and measured by the square foot. Weigh tickets will be required for tonnage verification.

The contract price paid per square foot to excavate/replace of asphalt concrete shall include full compensation for furnishing all labor, materials (including asphalt concrete), removal and disposal of spoils and materials, tools, equipment, and incidentals, and for doing all the work involved in excavate/replace of asphalt concrete complete in place, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Project Manager.

Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 325 degrees F.

Asphalt concrete for paving and repair work shall be Type A Medium Gradation, conforming to the requirements of Section 39 of the 2010 Caltrans Standard Specifications. Asphalt binder shall be an PG-64-10 viscosity graded; steam refined paving asphalt conforming to Section 92 of the 2010 Caltrans Standard Specifications.

All types of Asphalt Concrete shall comply with the specifications below.

The actual asphalt cement content may vary up to 0.5% plus/minus from the target optimum bitumen content (OBC) unless the job-mix-design and final product indicate the required provisions are not met.

NOTE: At the OBC, the compacted mixture shall have the following properties:

37 min. Type A

The suggested job-mix-design air voids below are provided to help obtain compaction requirements in the field and are not a specification requirement.

Air Voids 3% to 5%

Only materials conforming to the specifications shall be incorporated in the work. The materials shall be manufactured, handled and used to industry standards.

The Contractor shall furnish the Project Manager for review and approval, at least ten (10) working days prior to start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications and the job-mix-design for the asphalt concrete.

The Certificate of Compliance shall be signed by the material supplier or his representative. It is the intent of these specifications that materials to be incorporated in the work meet the

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requirements of these specifications after incorporation in the paved areas shown on the plans.

At least ten (10) working days prior to start of work, the Contractor shall also furnish a job-mix-design for the asphalt concrete. The job-mix-design shall indicate all of the following:

1. Percentage passing each sieve size
2. Percent asphalt recommended
3. Percent voids\*
4. Stability\*
5. Maximum theoretical unit weight\*

The \* items shall be provided at each asphalt content used to arrive at the recommended optimum bitumen content.

The job-mix-design shall be in effect until a change is approved in writing by the Project Manager.

The Contractor shall be responsible for all costs associated with the required job-mix-design. Recent mix designs from previous jobs using the same mixture may be submitted for approval. Mix design in excess of 6 months in age must be submitted with recent gradations for verification.

The Project Manager shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specifications compliance. The Project Manager reserves the right to obtain samples at the point of delivery and/or at the point of manufacture. The Project Manager shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. Any material testing completed or not completed by the Project Manager does not relieve the Contractor of complying to the provisions herein.

The asphalt concrete used for overlay shall conform to these specifications.

Prior to placing the overlay, all areas capable of ponding water greater than 3/8 inch in depth shall be leveled as necessary to eliminate the possibility of standing water.

Any time new asphalt concrete is to be placed in contact with existing asphalt concrete the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat emulsion shall be SS-Ih. Tack coat may be diluted for workability, but shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.

The asphalt concrete shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such manner as to avoid segregation of aggregate during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Project Manager. Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

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All mixtures shall be spread at a temperature of not less than 260 degrees F., and not greater than 300 degrees F. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees F.

Asphalt concrete surfacing shall be placed in lifts no less than 1.5 inches or greater than 3 inches in thickness (compacted). Total thickness of surfacing shall be as indicated on the plans.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than ten (10) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices.

The asphalt paver shall operate independently of the being unloaded or shall be capable of propelling the vehicles being unloaded in satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicles shall not be depended upon to maintain contact between the vehicle and the machine.

If a bucket or tank of diesel fuel is carried on the paver for the purpose of cleaning rakes and shovels, a container of Grease Sweep or equivalent absorbent material shall also be carried on the paver. All diesel spills shall be promptly cleaned up.

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum, having adjustable frequency and amplitude settings directly available to the operator during operation. The roller shall be equipped with self-reversing eccentrics. The vibratory mode shall automatically shut off when machine direction is changed.

Rollers shall not be parked or left idling on the overlay surface until it has completely cooled.

Asphalt concrete shall be compacted to minimum 93 percent of Maximum Theoretical Density (density with zero air voids) as determined by American Society of Testing Materials (ASTM) D-2041.

The surface, when completed, shall be smooth, dense, well-bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions, or irregularities. When a straight-edge 12 feet long is laid on the finished surface and parallel with the center line of the road or driveway, the surface shall not vary more than 0.02 foot from the lower edge of the straight-edge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 10-foot pass.

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Any ridges, indentation or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

Finished asphalt concrete pavements which do not conform to the specified compaction requirement will be paid for using the following pay factors.

<u>In-Place Compaction</u>	<u>Pay Factor</u>
93% or greater	100% Pay factor
90 – 92.9%	90% Pay factor
89.9% or less	Remove and replace as directed by Project Manager

Final payment for asphalt concrete shall be based on Weigh master's Certificates and shall be paid for at the price bid per Ton.

**Paving Fabric -1F-** will be Glass Pave 25 or City approved equal and must be installed per manufacturers specifications/recommendations. Fabric must be recyclable. Item will be paid for by sq. Ft. and shall include full compensation for all labor, tools, equipment material, and incidental work.

#### **BID ITEM 2 – Class II ¾” Asphalt Base Rock**

Shall include full compensation for all labor, tools, equipment, material and incidental work necessary to place Class II ¾” Asphalt Base Rock (AB) in lifts not greater than six (6) inches and compacted to 95% relative compaction. Base rock will only be placed as needed and must be authorized by the Project Manager prior to placement.

#### **BID ITEM 3 – Identify, Protect, Adjust and/or Restore Existing Manholes, Utility Boxes, and Monuments to Grade**

Shall include full compensation for all labor, tools, equipment material, and incidental work necessary to identify, protect, adjust and/or restore existing manholes, utility boxes and monuments to grade as needed and agreed upon by City Project Manager, or his designee. All work shall conform to the appropriate agency responsible for the manhole and as specified in Section 15 of the 2010 Caltrans Standard Specifications. In the event all or a portion of the item to be relocated is damaged beyond repair, the bid price shall be considered as full compensation to replace the damaged portion as though it were undamaged. The contractor is responsible to identify the number of utilities impacted throughout the duration of the project.

#### **BID ITEM 4 – Traffic Loops**

Price is per loop based on a minimum of four loops per location and shall include full compensation for all labor, tools, equipment, material and incidental work necessary to replace any traffic loops damaged during construction. All loops will be replaced per DWG #8-5 of the City of Rocklin construction standard.

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**EXHIBIT B**

**BID PRICING SCHEDULE**

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Unit	Estimated Quantity	March 1, 2026 – February 28, 2027	March 1, 2027 – February 28, 2028	March 1, 2028 – February 28, 2029	Total Amount
1A	Remove and Replace 1.5" of ½" HMA	-	-	-	-	-	-
	0-100 Sq.Ft.	SF	2,000				
	101-500 Sq.Ft.	SF	1,500				
	501-1,000 Sq.Ft.	SF	2,000				
	1000+ Sq.Ft.	SF	10,000				
1B	Remove and Replace 2.0" of ½" HMA	-	-	-	-	-	-
	0-100 Sq.Ft.	SF	2,000				
	101-500 Sq.Ft.	SF	1,500				
	501-1,000 Sq.Ft.	SF	2,000				
	1000+ Sq.Ft.	SF	10,000				
1C	Remove and Replace 3" of ½" HMA	-	-	-	-	-	-
	0-100 Sq.Ft.	SF	500				
	101-500 Sq.Ft.	SF	1,500				
	501-1,000 Sq.Ft.	SF	5,000				
	1000+ Sq.Ft.	SF	30,000				
1D	Remove and Replace 4" of ½" HMA	-	-	-	-	-	-
	0-100 Sq.Ft.	SF	500				
	101-500 Sq.Ft.	SF	1,500				
	501-1,000 Sq.Ft.	SF	5,000				
	1000+ Sq.Ft.	SF	10,000				
1E	Remove and Replace 6" of ¾" HMA	-	-	-	-	-	-
	0-100 Sq.Ft.	SF	500				

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	101-500 Sq.Ft.	SF	1,500				
	501-1,000 Sq.Ft.	SF	10,000				
	1000+ Sq.Ft.	SF	30,000				
1F	Paving Fabric	SF	10,000				
2	Class II ¾" Base Rock	Ton	25				
3	Adjust Existing Manholes, Utility Boxes, and Monuments to grade	EA.	20				
4	Traffic Loops	EA.	4				
Total							

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## EXHIBIT C

### LABOR AND PREVAILING WAGE COMPLIANCE

#### 1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

#### 2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

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C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

### **3. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

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**5. Compliance with State Requirements for Employment of Apprentices**

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

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