

Specifications and Bid Documents

For the construction of the

Lost Avenue Road Reconstruction Project

(Time of Completion: 51 Working Days)



ROCKLIN

CALIFORNIA

Bid Opening April 11, 2017 at 10:00A.M.

City Hall, 3970 Rocklin Road

Rocklin, CA 95677

Public Services Department

4081 Alvis Court

Rocklin, CA 95677

(916) 625-5500

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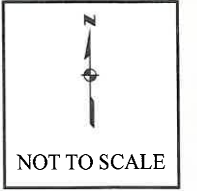
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NOTICE AND INFORMATION TO BIDDERS
Lost Avenue Road Reconstruction

NOTICE IS HEREBY GIVEN that the City of Rocklin, California, will receive bids for the furnishing of all labor, materials, equipment, transportation and services for Lost Avenue Road Reconstruction, located in the City of Rocklin, Placer County, California. The site of this project is various streets throughout Rocklin.

1. **TIME AND PLACE FOR SUBMISSION AND OPENING**

Sealed bid proposals shall be submitted on or before Tuesday, April 11, 2017, at the hour of 10:00 a.m. at the Office of the City Clerk, City of Rocklin, City Hall, 3970 Rocklin Road, Rocklin, California.

Any bid received after the time specified will be returned to the bidder unopened.

All bids will be opened, announced and recorded by the City Clerk at the time and place specified, in a public meeting called for that purpose.

The City Clerk will report the bids to the Rocklin City Council in regular session.

Each bid shall be on forms provided by the City, and shall in all respects comply with this Notice and Information to Bidders and the Contract Documents.

A **MANDATORY** pre-bid meeting will be held at 4081 Alvis Court, Rocklin CA, on Monday March 27 2017, at 10:00 a.m.

2. **SECURING DOCUMENTS**

The Contract Documents, including drawings and specifications, are on file and may be examined at the Department of Public Services of the City of Rocklin, Corporation Yard, 4081 Alvis Court, Rocklin, California 95677. Copies of the Contract Documents may be obtained at the Department of Public Services upon submitting a non-refundable fee of \$25.00. **Copies may also be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.**

Drawings included in the Contract Documents and made a part thereof are listed as follows: Lost Avenue Road Reconstruction.

3. **Questions**

The last day to submit any questions regarding this project is Tuesday, April 4, 2017.

4. **BID FORM**

In order to receive consideration, all bids shall be made in accordance with the following instructions:

(a) Bids shall be made upon the form provided therefore, properly executed and with all items filled out; numbers shall be stated both in writing and in figures; the signature of all persons signing shall be in longhand. The completed form shall be free of interlineations, alterations or erasures. No verbal, telegraphic, or telephonic proposals or modifications will be considered.

(b) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless specifically called for.

(c) Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid (including highest alternate bid), payable to the order of the City of Rocklin, and shall be forfeited if the successful bidder fails, refuses, or neglects to file satisfactory bonds as required by the Contract Documents, or to enter into the Agreement for Construction within the time specified in the Contract Documents. If the bid is not accepted by the City within sixty (60) days after the time set for the opening of bids, or if the bidder to whom the contract is awarded executes and delivers to the City the required Contract Documents, the cash, bid bond, or the amount of the certified or cashier's check will be returned to the bidder.

(d) Before submitting a bid, each bidder shall carefully examine the drawings and read the specifications and other Contract Documents. He shall visit the site of the project and shall fully inform himself as to all existing conditions and limitations under which the work is to be performed, and he shall include in his bid sums to cover the cost of all items necessary to perform the work as set forth in these Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge.

(e) Each bid shall be addressed to the Mayor of the City of Rocklin and shall be delivered to the City Clerk at her office on or before the date and time specified in the published Notice to Bidders. The bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date and hour of the opening. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

5. **PROOF OF COMPETENCY OF BIDDER**

Any bidder may be required to furnish evidence satisfactory to the City that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner.

6. **WITHDRAW OF BID**

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw his bid for a period of sixty (60) days after such time.

7. **LICENSING; CONTRACTOR'S LICENSE CLASSIFICATION**

No bid will be accepted from a contractor who has not been licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000.

All contractors and sub-contractors must be registered with the Department of Industrial Relations (DIR) in accordance with Senate Bill 854. The registration form is located on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

The contractor shall possess a Class A, Class B with a C-8 and C-12 license at the time the contract is awarded.

8. **SALES TAX**

Bidders shall have included in their bids any and all federal, state and local taxes of whatever nature in connection with material to be furnished to the City. Absolutely no extras shall be allowed for such by the City.

9. **WAGE RATES**

Pursuant to Labor Code section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for all public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination.

10. **CLARIFICATION OF DRAWINGS AND DOCUMENTS BY ADDENDA**

If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Project Manager a written request for a clarification or correction thereof not later than five (5) days before the date bids will be opened. The person submitting the request will be responsible for its

prompt delivery. Any clarification or correction will be made by written addendum, which shall be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

11. **ADDENDA**

Any addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the bid form.

12. **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders.

13. **LIST OF SUBCONTRACTORS**

All bidders must submit with their bids a list of their proposed subcontractors in compliance with sections 4100-4114 of the Public Contracts Code of the State of California. Forms for this designation are furnished in the Contract Documents.

14. **EXAMINATION OF PROPOSED LOCATION AND CONTRACT DOCUMENTS**

Bidder shall, prior to submitting a bid, carefully examine the location of the proposed project, and review the Contract Documents to become fully aware to the work to be done.

15. **OPENING OF BIDS**

Bids will be opened and publicly read aloud at the time and place scheduled in the published Notice to Bidders.

16. **REJECTION OF BIDS; WAIVER OF IRREGULARITIES; MATHEMATICAL ERRORS**

The City of Rocklin, as the interests of the City may require, reserves all rights to reject any and/or all bids, to accept or reject any items of the bid, to utilize any alternate procedure as authorized by Public Contract Code sections 20166 and 20167, and to waive any informality or minor irregularities in the bids or bidding.

When an obvious mathematical error in addition, subtraction, multiplication, and division appears on the face of the bid, City may, but shall not be obligated to, correct any such error and compute the total amount bid by said bidder on the basis of the corrected figure or figures to determine which bidder has submitted the lowest bid. Where the City corrects such a facial error, its existence shall not entitle the bidder to withdraw the bid.

When an item price is required to be set forth in the bid and the total price for the item does not agree with a figure which is derived by multiplying the item price by City's estimate of the quantity of work to be performed for said item, the item price shall prevail over the total extended price for the item. The total to be paid for each item shall be based upon the item price and not the total extended price for the item. If the bid contains only a total extended price for the item, and not the item price, City will determine the item price by dividing the total price for the item by the City's Estimate on the bid form of the quantity of work to be performed for said item.

17. **ALTERNATES**

The City reserves all rights to accept or not accept alternates as set forth on the bid form.

18. **AGREEMENT FOR CONSTRUCTION, BONDS, AND INSURANCE**

The successful bidder will be required to execute the Agreement for Construction and post a Labor and Materials Payment Bond and a Performance Bond, each in an amount equal to one hundred percent (100%) of the contract price and duly issued by a corporate surety authorized to do business in California and satisfactory to City no later than ten (10) days after notification of award of the contract, and before the City will execute the Agreement for Construction.

The successful bidder will also be required to submit copies of insurance policies and original certificates and amendatory endorsements effecting coverage as specified in the Contract Documents no later than ten (10) days after notification of award of the contract and before this City will execute the Agreement for Construction. The certificates and endorsements should be on forms provided by the City, or on other than City forms, provided the certificate and endorsement conform to the requirements of the Contract Documents.

Before final payment, the successful bidder must also guarantee his work and secure that guarantee with a Warranty & Maintenance bond in an amount no less than twenty percent (20%) of the total amount of the contract.

19. **CONTRACT DOCUMENTS**

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of the bonds which he will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The agreement and bonds will be executed in two (2) original counterparts. The complete contract consists of the Contract Documents as defined in section 7 of the agreement, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

20. **TIME OF COMPLETION**

The work shall be commenced upon issuance of the City's "Notice to Contractor to Proceed" and shall be fully completed no later than 51 working days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

21. **PROGRESS PAYMENTS; WITHHOLDS**

Monthly progress payments shall be made to the Contractor for the value of the work completed during the preceding month, less a five percent (5%) security withhold.

Pursuant to Public Contracts Code section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Alternatively, at the request and expense of the Contractor, the security withheld shall be paid by City directly to the escrow agent as provided in section 22300.

Securities eligible for investment under this section shall include those authorized by section 22300.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

22. **SHORING**

Labor Code sections 6705 and 6707 apply to this project which involves the construction of trenches or open excavations. Each bid submitted in response hereto shall contain,

as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which conforms to applicable safety orders.

23. **SUBMITTING PURCHASE ORDERS**

Within thirty-five (35) days after the execution date of the contract, the Contractor shall submit to the City for approval, copies of purchase orders of all materials and equipment to be incorporated in this contract.

24. **DECLARATION FOR FINAL PAYMENT**

After the completion of the work of this contract, the Contractor shall file with the City his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in Article 25 of the General Conditions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

25. **NON-DISCRIMINATION**

Contractor shall comply with state and federal nondiscrimination provisions set forth in Articles 12 and 13 of the General Conditions.

26. **GENERAL CONDITIONS**

All bidders hereby are advised that the City of Rocklin has adopted General Conditions for this work which may differ substantially from the general conditions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Conditions, as well as the special provisions and technical specifications, and are advised that the General Conditions shall be enforced strictly.

27. **PROJECT MANAGER AND PROJECT ARCHITECT**

The name, address, and telephone number of the Project Manager for all purposes is:

Keith Jukes, Associate Engineer
(916) 625-5500
4081 Alvis Court
Rocklin, CA 95677
Keith.jukes@rocklin.ca.us

BID FORM
LOST AVENUE ROAD RECONSTRUCTION

FROM: _____
Name of Bidder

TO: The City of Rocklin, State of California:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Lost Avenue Road Reconstruction including Addenda Nos. _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total Base Bid sum of _____ DOLLARS (\$_____).

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein, in compliance with sections 4100-4114 of the Public Contracts Code of the State of California, is a "Designation of Subcontractors."

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Article 3 of the General Conditions and will also furnish and deliver to City the Performance Bond and Payment Bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be completed in the time specified in section 2 of the agreement for construction or any modification thereto duly made by change order.

SUBMIT THIS SHEET AS PART OF YOUR BID FORM

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

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

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

8. The undersigned bidder declares that the bidder is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensations or to undertake self insurance in accordance with the provisions of that code, and that the bidder will comply with such provisions before commencing the performance of the work of this contract.

9. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portions of the proposal is

SUBMIT THIS SHEET AS PART OF YOUR BID FORM

required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

10. Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidders bond," as the case may be) in an amount equal to at least ten percent (10%) of total of the bid including the highest alternate.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. A form corporate certificate is included in these bid documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>INTEREST (owner, partner,etc.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheets if necessary.

12. The name of the person licensed in accordance with the Notice of Bidders and the Contractor's State License Law, Business and Professions Code section 7000 et seq., and that person's relationship to the Bidder, are as follows:

SUBMIT THIS SHEET AS PART OF YOUR BID FORM

Bid Form
Page 4

Name of License Holder: _____.

Relationship to Bidder: _____.

License No.: _____.

License Expiration Date: _____.

Type of License: _____.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing information and representations made in this bid are true and correct.

DATED: _____

Signature of Bidder:

Company Name

Street Address

City, State, Zip

(____) _____
Telephone

(____) _____
Fax

By _____

Its _____

(Type Name)

By _____

Its _____

SUBMIT THIS SHEET AS PART OF YOUR BID FORM

(Type Name)

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the copartnership; and if bidder is an individual, his or her signature shall be placed above.

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SUBMIT THIS SHEET AS PART OF YOUR BID FORM

CITY OF ROCKLIN
Department of Public Services

CONTRACTOR: _____

BID ITEMS FOR
LOST AVENUE FRONTAGE IMPROVEMENTS

(Plans dated 2017-2-10)

No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Traffic Control	1	LS		
2	Clear & Grub	1	LS		
3	Relocate Roadside Sign	1	EA		
4	Relocate Mailbox	5	EA		
5	Relocate Granite Post	2	EA		
6	Remove/Replace Barb Wire Fencing	900	LF		
7	Sawcut Pavement/Driveway & Curb/Gutter/Sidewalk	286	LF		
8	Obliterate AC Pavement (F)	22,340	SF		
9	Remove Curb, Gutter, Sidewalk, & Driveway (F)	905	SF		
10	Adjust Manhole to Grade	5	EA		
11	Relocate Sewer Cleanout	6	EA		
12	Roadway Excavation & Roadway Embankment	1	LS		
13	Rock Excavation	50	CY		
14	AC Paving (8" AC)	26,970	SF		
15	AC Driveway Conforms (3"AC/6"AB)	835	SF		
16	PCC Driveway Conforms	492	SF		
17	Type 1 Rolled Curb & Gutter	1,670	LF		
18	Type 2 Vertical Curb & Gutter	15	LF		
19	PCC Sidewalk	60	SF		
20	Thermoplastic Striping & Markings	1	LS		
21	Roadside Sign	4	EA		
22	Drop Inlet Type "B"	5	EA		
23	Saddle Drop Inlet Type "B"	1	EA		
24	Drain Box	2	EA		
25	8" Storm Drain Pipe (HDPE)	8	LF		
26	18" Storm Drain Pipe (DIP)	208	LF		
27	42"x29" CSP Storm Drain Pipe (0.064")	15	LF		
28	Curb Underdrain	520	LF		
29	Rock Slope Protection (Backing #3, Method B)	4	TON		
30	Rock Slope Protection (Facing, Method B)	10	TON		
31	Erosion Control	1	LS		
32	Construction Staking	1	LS		
33	Abandon/Remove Ex. 6" Sewer Mainline	315	LF		
34	Sewer Bypass Operations	1	LS		
35	6" Sewer Mainline (DIP 431)	310	LF		
36	Rock Excavation (Sewer Trench)	50	CY		
37	48" Sewer Manhole	1	EA		
38	Connect to Existing Sewer Manhole	2	EA		
39	Extend Sewer Service to Main	3	EA		
40	Sewer/Storm Drain Crossing Saddle Structure	4	EA		
41	Adjust Water Valve Box Frame & Cover To Grade	2	EA		
42	Remove & Replace Water Meter & Service	6	EA		
43	6" Water Pipe	124	LF		
44	Rock Excavation (Water Trench)	10	CY		
45	Connect to Existing Water Main	3	EA		
46	6" Gate Valve	3	EA		
TOTAL BASE BID:					

(F) = Final Pay Quantity

TOTAL BID: _____ dollars

All quantities shown are estimates. If any quantities are found to be incorrect, Contractor must notify the Engineer prior to submitting bids. Contractor's proposal is for the installation of the correct quantities of material necessary to complete the work. Contractor's attention is directed to the Bid Schedule Detail in Appendix B.

SUBMIT THIS SHEET AS PART OF YOUR BID

CITY OF ROCKLIN

**AGREEMENT FOR THE CONSTRUCTION OF THE
Lost Avenue Road Reconstruction**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the CITY OF ROCKLIN, a municipal corporation, (hereinafter referred to as "City"), and _____, a [corporation duly organized and existing under the laws of the State of California, or a partnership consisting of _____ or an individual doing business as _____], (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City Council of the City of Rocklin has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS

SECTION 1 - SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of:

Lost Avenue Road Reconstruction

City of Rocklin, Placer County, California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION

The work shall be commenced upon issuance of the City's "Notice to Contractor to Proceed" and shall be fully completed no later than 51 working days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE

City shall pay Contractor for the full and complete performance of this contract the sum not to exceed _____ DOLLARS (\$ _____), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents", on file in the Public Services Department:

- Notice and Information to Bidders
- Bid Form
- Designation of Subcontractors
- This Agreement

Bidder's Bond
Performance Bond
Payment Bond
General Conditions
Special Provisions
Contract Drawings and Plans
Technical Specifications
Duly Issued addenda
Duly Issued interpretations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5
of the General Conditions
Approved Change Orders
Contractor's Guarantee and Warranty & Maintenance Bond

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

SECTION 8 – CONTRACTOR REGISTERED AND QUALIFIED TO PERFORM PUBLIC WORK

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

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

CITY OF ROCKLIN

By: _____
Ricky A. Horst, City Manager

Contractor:

(Name)

(Official Title)

(Business Address)

(License Number)

APPROVED AS TO FORM:

Steven P. Rudolph, City Attorney

ATTEST:

Barbara Ivanusich, City Clerk

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CORPORATE CERTIFICATE
Lost Avenue Road Reconstruction

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing agreement; that _____, who signed said agreement on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Secretary

LIMITED LIABILITY COMPANY
Lost Avenue Road Reconstruction

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said agreement on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

Manager or Managing Partner

PARTNERSHIP CERTIFICATE
Lost Avenue Road Reconstruction

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this agreement; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

Title:

BIDDER'S BOND
Lost Avenue Road Reconstruction

We, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Rocklin, State of California, (hereinafter called "City) in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$_____). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on April 11, 2017, has been submitted by Principal to City:

City of Rocklin
Road Reconstruction on Lost Avenue

If the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

SUBMIT THIS SHEET AS PART OF YOUR BID

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this ____ day of _____, 2017.

PRINCIPAL

SURETY

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

d:\legal\engineering\public works\bidders bond
01/04/89

SUBMIT THIS SHEET AS PART OF YOUR BID

PERFORMANCE BOND
Lost Avenue Road Reconstruction

The City Council of the City of Rocklin, State of California, has awarded to _____ (hereinafter designated as "Principal") a contract for _____.

Said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

We, the Principal and _____ as Surety, are held and firmly bound unto the City of Rocklin (hereinafter called "Owner"), in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Owner, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force, virtue, and effect.

And said Surety for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and the City of Rocklin, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

Said Surety hereby expressly acknowledges and agrees to be bound by the terms and conditions contained in the contract documents and any amendment and/or

modifications thereto, and said contract documents, amendments and modifications are hereby incorporated in this performance bond as though fully set forth herein.

In the event suit is brought upon this bond by Owner and judgment is recovered, Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the ____ day of _____, 2017.

PRINCIPAL

(Name of Principal)

By: _____
(Signature)

(Type Name)

(Type Title)

SURETY

(Name of Surety)

By: _____
(Signature)

(Type Name)

(Type Title)

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Rocklin City Clerk.

d:\legal\engineering\public works\performance bond
11/06/97

**CERTIFICATE OF INSURANCE
CITY OF ROCKLIN (the "City")**

ISSUE DATE (MMDDYY)

PRODUCER:	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES			BEST'S RATING		
				COMPANY LETTER	A	_____
				COMPANY LETTER	B	_____
INSURED:				COMPANY LETTER	C	_____
				COMPANY LETTER	D	_____
PROJECT NAME:	COMPANY LETTER	E	_____			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE <input type="checkbox"/> PER PROJECT/LOCATION <input type="checkbox"/> TWICE OCCUR. LIMIT	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE				AMOUNT OF INSURANCE	\$
	ERRORS AND OMISSIONS				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

- THE FOLLOWING PROVISIONS APPLY:
- The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.
 - The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
 - It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
 - The City is named a loss payee on the property insurance policies described above, if any.
 - All rights of subrogation under the property insurance policy listed above have been waived against the City.
 - The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

<p>CERTIFICATE HOLDER/ ADDITIONAL INSURED</p> <p style="text-align: center;">City of Rocklin 3970 Rocklin Road Rocklin, CA 95677</p>	<p>AUTHORIZED REPRESENTATIVE</p> <p>SIGNATURE _____</p> <p>TITLE _____</p> <p>PHONE NO. _____</p> <p>Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.</p>
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PAYMENT BOND
Lost Avenue Road Reconstruction

The City Council of the City of Rocklin, State of California, and _____

(hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to _____
_____ which said agreement dated _____, 2017, and all of the Contract Documents attached to or forming a part hereof; agreement, are hereby referred to and made a part hereof.

Pursuant to law, the Principal is required before entering upon the performance of the work, to file a good and sufficient bond with the body which awards contract, to secure claims to check reference is made in Chapter 7 of Title 15 of the Civil Code of California.

Said Principal and the undersigned _____
_____, as corporate surety, are held and firmly bound unto the City of Rocklin, and unto all laborers, materialmen, and other persons referred to in said statutes, in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to pay any of the persons named in Civil Code §3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to §18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorneys' fee to be fixed by the Court.

This bond shall inure to the benefit of any of the persons named in Civil Code §3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And said Surety for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and the City of Rocklin, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such changes, forbearance or waiver, extension of time, prepayment of delay in payment, alteration or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2017.

PRINCIPAL

(Name of Principal)

By: _____
(Signature)

(Type Name)

(Type Title)

SURETY

(Name of Surety)

By: _____
(Signature)

(Type Name)

(Type Title)

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Rocklin City Clerk.

d:\legal\engineering\public works\payment bond 11/06/97

CORPORATE CERTIFICATE

(BID)

Lost Avenue Road Reconstruction

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said corporation is authorized to fully bind the corporation to this bid; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Secretary

LIMITED LIABILITY COMPANY

(BID)

Lost Avenue Road Reconstruction

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

Manager or Managing Partner

PARTNERSHIP CERTIFICATE

(BID)

Lost Avenue Road Reconstruction

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this bid; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

Title:

SUBMIT THIS SHEET AS PART OF YOUR BID

Public Works Project Name: _____

Principal: _____

Effective Date: _____

CITY OF ROCKLIN

**WARRANTY AND MAINTENANCE BOND
(Lost Avenue Road Reconstruction)**

The City Council of the City of Rocklin, (hereinafter designated as "City") and _____ (hereinafter designated as "Principal") have entered into an Agreement dated _____ and approved by City Council Resolution No. _____, relating to the public works project known as Lost Avenue Road Reconstruction, whereby Principal agrees to construct certain public improvements described in detail in the bid plans and specifications for the above entitled project (hereinafter referred to as the "Improvements"). Said Agreement is hereby referred to and made a part hereof.

Principal is required under Section 2.04 of the General Terms and Conditions of the Agreement to furnish security to guarantee and warrant the Improvements for a period of one year against any defects in the improvement design, the work or labor done, or defects in materials furnished. This bond is given in compliance with and subject to all of the provisions of the Agreement relating to warranty security.

Principal and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact surety business in the State of California, as Surety, our heirs, executors, administrators, successors, and assigns, are hereby obligated jointly and severally to City in the amount of _____ dollars (\$ _____), lawful money of the United States.

The condition of this obligation is such that if Principal, its heirs, executors, administrators, successors or assigns, shall remedy any defects in the improvements arising from faulty design or construction or materials furnished for the improvements and occurring within twelve months after acceptance of the improvements has been given in writing by the City Council, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, there shall be included all reasonable costs and fees, including reasonable

attorney's fees, incurred by City in successfully enforcing the obligation, the amount to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Principal and Surety hereby warrant that they have read the Agreement and know and understand its contents.

This instrument has been duly executed by the Principal and Surety above named, at _____ on _____, 20__.

PRINCIPAL

(Name of Principal)

By: _____
(Signature)

(Type Name)

(Type Title)

SURETY

(Name of Surety)

By: _____
(Signature)

(Type Name)

(Type Title)

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APPENDIX 1

State Wage Rates:

Pursuant to Article 12 of the General Conditions, the Contractor shall pay no less than the minimum wage rates set forth in the determination of the Department of Industrial Relations (DIR). However, each bidder is responsible to ascertain whether any amendments have been issued by the DIR, and to utilize the correct rates in calculating the bid.

Direct inquiries to the DIR, Prevailing Wage Rate Unit, Public Works, (415) 703-4774. Website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD.

GENERAL CONDITIONS
Lost Avenue Road Reconstruction

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION.

Section 1.01. Terms, Titles, or Phrases.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Addendum/Addenda.

“Addendum” or “Addenda” written documents furnished by the City before award of the contract, interpreting plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. Bid.

“Bid” shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and bonded.

Section 1.04. City Council.

“City Council” shall mean the duly elected officials constituting the City Council of the City of Rocklin.

Section 1.05. Contract Documents.

The “Contract Documents” shall include the notice and information to bidders, the bid form, the designation of subcontractors, the agreement for construction, the bidder’s bond, the performance bond, the payment bond, these general conditions, the special provisions, the technical specifications, the City Construction standard specifications, city improvement standards, city standard drawings, the contract drawings and plans, all duly issued addenda, interpretations, and change orders, supplemental drawings, shop drawings, and manufacturers’ instructions approved pursuant to Article 5 hereof, and the Contractor’s guarantee and Warranty and Maintenance bond.

Section 1.06. Contract Drawings or Plans.

The “contract drawings” (sometimes hereinafter referred to as “drawings”) or “plans” are the official plans and working drawings which show the location, character, dimensions and details of the work to be performed, all supplemental drawings issued by the City, and all drawings submitted by the Contractor and approved by the City pursuant to the Contract Documents. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Section 1.07. Contractor.

“Contractor” shall mean the person or persons, partnership, or corporation, who have entered into the agreement for construction of this project with the City of Rocklin, or his or their legal representatives, or successors, assigns, executors, or heirs.

Section 1.08. City.

“City” shall mean the City of Rocklin, State of California, a municipal corporation. The City is sometimes designated “Owner” in the Contract Documents.

Section 1.09. Project Manager.

The “Project Manager” is Keith Jukes, Associate Engineer, or, at the City’s election, the architect or architectural firm employed or engaged as an independent contractor by the City to perform the services of a general Project Manager, including those services set forth in the Contract Documents.

The City Council hereby designates the Project Manager as the City’s agent to perform all functions delegated to the Project Manager by the Contract Documents, to monitor the performance by Contractor of the work required by the Contract Documents, and to supervise the City Inspector(s).

The Project Manager will have the general supervision and direction of the work. The Project Manager shall have the right to accept or reject materials or workmanship; to decide the amount due at each payment period; and to determine when the Contractor has complied with the conditions of the contract.

Section 1.10. City Inspector.

The “City Inspector” shall mean the person or persons employed or engaged as (an) independent contractor(s) by the City to inspect the performance of the work by the Contractor for compliance with the Contract Documents. He hereby is designated as an agent of the City for such purpose and no other. He is supervised by, and reports

to, the Project Manager. The authority of the City Inspector to monitor the work shall be strictly limited to that authority specified herein, and no additional authority has been granted nor shall be inferred. The Project Manager may be designated as the City Inspector, in which case he shall perform the function and have the authority of both positions.

Section 1.11. Day.

Unless otherwise expressly defined, a “day” shall mean a calendar day of 24 hours, including each and every day of the year.

In computing days, the first day is excluded and the last day is included, unless it is a holiday, and then it also is excluded. Civil Code section 10 shall apply to such computations.

Section 1.12. General Intent of Contract Documents.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary to complete the finished product as provided by the Contract Documents.

Section 1.13. Harmonization of Various Parts of Contract Documents.

All the various parts of the Contract Documents, including the specifications and plans and drawings, are intended to be explanatory of one another. Any work shown on the contract drawings and not on the specifications, or vice versa, is to be executed as if indicated in both. In case of conflict, the specifications shall govern over the contract drawings, special provisions shall govern over both the contract drawings and the general conditions, and subsequent addenda, interpretations, or change orders shall govern over the original documents, unless a different order of preference is necessary to comply with the specific purpose and intent of the contract.

Section 1.14. Interpretations of Plans.

In the event of a conflict between any of the documents which constitute the Contract Documents, it is the responsibility of the Contractor to notify the Project Manager and request an interpretation or correction, pursuant to the procedure set forth in Article 4 of these General Conditions.

Section 1.15. Interpretations.

“Interpretations” are all clarifications, additional instructions, and explanations issued by the Project Manager pursuant to Article 4 hereof, after award of the contract.

Section 1.16. Materials.

“Materials” is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the work. “Materials” includes everything incorporated into the work except labor, unless otherwise noted.

Equipment shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the site.

Section 1.17. Project.

“Project” shall mean the whole of the work referenced in the Contract Documents.

Section 1.18. Project Architect.

The “Project Architect” is the architect or firm engaged as an independent contractor by the City to design the project.

The authority of the Project Architect to monitor and review the work shall be strictly limited to that authority specified herein, and no additional authority has been granted, nor shall be inferred.

Section 1.19. Function of Project Architect

The Project Architect is the design professional engaged as an independent contractor by the City of Rocklin to design the project and to advise the Project Manager in all aspects of the construction phase of the project. His functions include advice and assistance to the Project Manager in the correct interpretation and application of the plans and specifications. However, the Project Manager is the City’s representative on the project, not the Project Architect. The Project Architect is not authorized to issue addenda, interpretations, or change orders, or in any other way to bind the City in discussions with the Contractor.

Copies of all correspondence relating to the proper performance of the Contract Documents set from the contractor to the Project Manager shall be delivered as well to the Project Architect. The Project Manager then shall consult with the Project Architect prior to responding to the Contractor's requests.

When discussions between the Contractor and the Project Manager occur either on the site or elsewhere, but the Project Architect is not present, the Project Manager in all cases reserves the right to consult with and obtain the advice of the Project Architect prior to issuing his final opinion or instruction, and to revise any opinions or instructions he may have given prior to such consultation.

Section 1.20. Reference to Codes.

Unless otherwise noted, all references to statutes are to the laws of the State of California as codified in the various specified codes.

Section 1.21. Site.

"Site" is the area within which the project is to be constructed.

Section 1.22. Special Provisions.

The "special provisions" are specific clauses setting forth conditions or requirements peculiar to the work, and supplementary to the general conditions and technical specifications.

Section 1.23. Specifications.

"Specifications" include the City's general conditions, city standard construction specifications, city improvement standards, city standard drawings, the special provisions and technical specifications applicable to this work, all duly executed and issued addenda and interpretations, and all modifications approved by the City pursuant to a change order.

Section 1.24. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor or render services to the prime contractor in or about the construction of the work, or who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid.

“Subcontractor” shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts, commencing with section 4100.

ARTICLE 2. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE.

Section 2.01. Bonds: Time to Submit.

Within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction, the Contractor to whom the work is awarded shall furnish and file with the City bonds as set forth below in sections 2.02 and 2.03.

Section 2.02. Performance Bond.

Contractor shall submit a faithful performance bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than one hundred percent (100%) of the total contract price.

Section 2.03. Labor and Materials Payment Bond.

Contractor shall also submit a bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, which in all respects complies with Civil Code sections 9550-9566, inclusive. This bond, hereinafter referred to as a “payment bond,” shall be in a sum no less than one hundred percent (100%) of the contract.

Section 2.04. Warranty and Maintenance Bond.

Prior to final payment as provided in Article 25 herein below, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California securing the performance by Contractor of his obligations undertaken by virtue of the guarantees required by Article 26 herein below. Such bond shall remain in full force and effect for a period no less than one (1) year after the acceptance by City of the work, and shall be in a sum no less than twenty percent (20%) of the total amount of the contract. In lieu of such bond, Contractor may submit a certified or cashier’s check, cash or an irrevocable, unconditional letter of credit in a form acceptable to City, to secure performance of Contractor’s obligations on the guarantee.

Section 2.05. Indemnification.

To the full extent and period allowed by law, Contractor shall hold harmless, defend, and indemnify the City and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses occasioned as a result of damages to adjacent property caused by the conduct of the work.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses, occasioned as a result of the violation by Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal or state law. The indemnity obligation also expressly extends to and includes any liability, claims, damages, losses and expenses, or any property damage to property owned by any person while on or about the premises of the work or as a result of the work, whether such persons are on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Lack of insurance coverage does not negate Contractor's obligation to indemnify City as provided in these Contract Documents. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of section 2782 of the Civil Code.

Section 2.06. Indemnification of Adjacent Property Owners.

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the City prior to commencement of the work on or about such property. Contractor also shall indemnify the City as provided above and in Section 15.03.

Section 2.07. Insurance.

Contractor shall procure and maintain for the time period described below insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this contract and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. All coverage available to the Contractor as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Contractor shall provide to City the full policy limits of Contractor's insurance, with coverage at least as broad as, and shall maintain limits no less than, the following:

A. General Liability. Contractor shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) and Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractors (ISO form G0009) with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

B. Worker's Compensation and Employer's Liability Insurance. Contractor shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for worker's compensation. Contractor shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

C. Automobile. Contractor shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

D. Course of Construction. Contractor shall maintain in full force and effect a policy of course of construction insurance covering all risks of loss, less policy exclusions, with limits no less than one hundred percent (100%) of the replacement value of any loss, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and equipment as are used on the work and not otherwise insured, with no coinsurance penalty provisions.

Section 2.08. Insurance; Endorsements.

The required insurance shall contain or be endorsed to contain the following provisions:

A. Added Insureds. The City, its officers, employees and volunteers shall be covered as additional insureds under the general liability, and course of construction policies with respect to liability arising out of activities performed by or on behalf of Contractor under this contract. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees and volunteers. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

B. Contractor's Insurance Primary. For any claims related to work or operations performed by or on behalf of Contractor, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Thirty-Day Notice. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days notice to City.

D. Subrogation. The worker's compensation insurance carrier shall waive all rights of subrogation against the City, its officers, employees and volunteers, for losses paid under the policy which arise from work performed for the City under this contract.

Section 2.09. Insurance; Other Provisions.

A. The insurance company or companies providing Contractor the coverages required by the Contract Documents shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

B. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. The insurance shall be maintained at all times during prosecution of the work until sixty (60) days after final completion and acceptance by City if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro 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.

4. The claims reporting period shall, at a minimum, continue for sixty (60) days after final completion and acceptance of the work by the City.

5. A copy of the claims reporting requirements, including the reporting periods applicable to the policy, must be submitted to the City for review.

6. Contractor shall give its insurance carrier and City written notice of each and every event or incident occurring during work being performed under this contract that may ripen into a claim. Notice shall be given no later than ten (10) days after such event or incident.

Section 2.10. Insurance; Failure to Maintain.

If Contractor, for any reason, fails to maintain insurance coverage, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Contractor resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Contractor, City may deduct from the sums due to Contractor any premium costs advanced by City for the insurance.

Section 2.11. Insurance; 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. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 0413.

Section 2.12. Insurance; Certificates and Endorsements.

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. 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.

Contractor shall replace certificates of insurance for policies expiring prior to completion of the work under the contract, and shall continue to furnish certificates for five years beyond the contract terminate date, when the Contractor has a claims made form of insurance.

Section 2.13. Worker's Compensation; Certificate; Posting.

Contractor shall sign and file with the City the following certificate on the form provided by the City:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor shall require each subcontractor to file such statement with him prior to allowing that subcontractor to commence work.

If there is any employee working on the project who is not protected under the Worker's Compensation statute for any reason, including because engaged in hazardous work, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee.

Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the project site, a statement as required by Labor Code section 3550, stating the name of the compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment. Said notice shall also include advice as to an injured employee's right to receive medical care, to select or change the treating physician pursuant to the provisions of Labor Code section 4600, and the right to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits, as appropriate. Contractor and all subcontractors shall also give every new employee, either at the time the employee is

hired or by the end of the first pay period, written notice of the information contained in Labor Code section 3550.

ARTICLE 3. TIME OF WORK.

Section 3.01. Schedule of Work and Cost Breakdown.

No later than thirty-five (35) days after execution of the agreement for construction or such other time as may be set forth in the special provisions, and before commencement of work, Contractor shall furnish to the Project Manager a schedule showing the estimated dates on which he will start each part or class of the work, the contemplated dates for completing such parts or classes, the days and hours proposed for work, and the approximate percentage of work scheduled for completion at any time. When requested by the Project Manager, Contractor shall also submit supplemental progress schedules from time to time during the progress of the work. The separate parts or classes shall be those specified by the Project Manager.

The progress schedule shall be practicable and consistent with the time requirements of the agreement.

Simultaneously with the progress schedule, Contractor shall furnish to the Project Manager a detailed estimate giving a complete breakdown of the contract price with reference to the parts or classes of work shown on the progress schedule.

The Contractor shall, to the fullest extent reasonable, carry on the work of construction of the various classes or parts of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion of the work, without the express approval of the Project Manager.

Section 3.02. List of Materials and Schedule of Unavailable Materials.

Within thirty-five (35) days after execution of the Contract Documents, or such other time as may be set forth in the special provisions, and before commencement of the work, Contractor shall submit to the Project Manager a complete list of all materials proposed for use in the work, whether or not mentioned in the specifications. Contractor shall specify any items which differ in any respect from materials specified.

This list shall include all materials which are proposed by the subcontractors as well as by the Contractor for use in the work.

This list shall include the cost quotations received for the materials specified, together with the cost quotations of any proposed substitution.

This list shall also specify the proposed delivery dates of all materials.

When this list of materials is submitted, Contractor shall also submit a schedule of any materials called for in the specifications that are not obtainable for installation in the project within the time limits set forth in the progress schedule. Failure to indicate such material on this schedule will be deemed sufficient cause for the denial of any request by Contractor for an extension of the contract time because of the unavailability of any materials. The schedule shall detail Contractor's efforts to obtain the materials in question and suggest substitutions pursuant to Article 7.

Section 3.03. Approval of Progress Schedule and Materials List.

Prior to commencing work, the Contractor shall secure the approval of the Project Manager of the progress schedule and materials list set forth above. The Project Manager may modify either consistently with the requirements of this agreement.

Once approved, both the progress schedule and the materials list shall be incorporated as part of the agreement and Contractor shall comply therewith.

Failure to meet the approved progress schedule is grounds for termination of the contract, pursuant to Article 27.

Section 3.04. Commencement of Work.

Contractor shall not commence nor allow any subcontractor to commence work before receiving a notice to proceed from the City, specifying the day work is to commence. Contractor shall commence work on such day, and shall prosecute the work diligently to completion thereafter.

Section 3.05. Time of Essence.

Time is of the essence of this agreement.

Section 3.06. Date of Completion.

Contractor obligates himself to make the whole work complete and satisfactory on or before the completion date specified in section 2 of the agreement for construction, plus any time extensions approved by change order. The date of completion is the date of recordation of the Notice of Completion pursuant to section 25.05 herein; provided that the date of completion shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to section 25.01, if, and only if, the work was in fact complete and in full conformity with the Contract Documents when Contractor's request was filed.

Section 3.07. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a change order by the Director of Public Services, upon a finding of good cause for such extension. Good cause for a time extension shall include only the following:

A. That materials or articles called for in the specifications are not obtainable from any source within a reasonable reach from the work, considering the material in question, within the time limits specified in the contract and that such materials or articles were listed by the Contractor in the list required by section 3.02 hereinabove; that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the progress schedule; and that the Project Manager certifies that the unavailability of such articles or materials are due to circumstances beyond the Contractor's control, not including the financial condition or unavailability of credit to the Contractor.

B. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by the acts or neglect of the City or its officers, agents or employees; by acts of God; war, insurrection, civil disorder, fire, floods, epidemics, or strikes.

Delays in the prosecution of parts or classes of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts or classes of the work nor the completion of the whole work within the time specified are not unavoidable delays for purposes of this subparagraph.

C. That an extension of time may be granted due to weather which is unsuitable for the work currently in progress, upon a finding that the weather conditions in fact make it impossible for the work to proceed and upon the further finding that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Typical weather that should, in the exercise of reasonable foresight and diligence, be expected in the area at the time of year in question is not cause for an extension of time.

In all cases, the time authorized for extension shall be no greater than the number of days directly attributable to the good cause for the extension.

Section 3.08. Notice of Delays.

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, Contractor shall notify the Project Manager in

writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension. Failure of the Contractor to submit such a notice within seven (7) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.

Section 3.08.05. Change Order No Basis for Delay Claim.

Contractor and City agree the City's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any claim for compensable delay. The rights of the Contractor to adjustments of the contract time and the contract sum, based on the changes in the work or suspension of the work, shall be governed solely by the provisions of Section 3.07 and 3.10 of these General Conditions

Section 3.09. Investigation; Procedure.

Upon receipt of a request for extension of time, the Project Manager shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The results of this investigation shall be reported by the Project Manager to the Contractor and the Project Manager shall indicate whether he will recommend for or against such extension to the Director of Public Services.

Contractor agrees that the determination of the Director of Public Services as to whether good cause for an extension exists, and, if so, the duration of the extension, shall be final and binding upon both City and Contractor.

Section 3.10. Discretionary Time Extensions for Best Interest of City.

The City reserves the right to extend the time for completion of the work if the Director of Public Services determines that such extension is in the best interest of the City.

In the event that such discretionary extension is made at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the Director of Public Services may deem proper, of the actual cost of engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of such extension, and to deduct all or any portion of such amount from the final payment for the work.

In the event such extension is ordered over the objection of Contractor, and the decision rests solely with the Director of Public Services and is not legally compelled for any cause, the Contractor shall be entitled to a change order adjusting the price paid to

reflect the actual costs incurred by the Contractor as a direct result of the delay, upon his written application therefor, accompanied with such verification of costs as the Project Manager requires.

Section 3.11. Liquidated Damages.

If the work is not completed by Contractor in the time specified in section 2 of the agreement for construction, or within any period of extension authorized pursuant to this article, or pursuant to a duly issued change order, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Special Provisions for each calendar day of delay until the work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that City may deduct said sums from any monies due or that may become due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Director of Public Services to be unavoidable pursuant to section 3.07 hereinabove, or time extensions granted by the City Council pursuant to section 3.10 hereinabove.

Payment by the City of any progress payments after the specified date of completion shall not constitute a waiver by the City of its right to claim liquidated damages in accordance with this section.

Section 3.12. Extension of Time Not a Waiver.

Any extension of time granted Contractor pursuant to this article shall not constitute a waiver by the City, nor a release of the Contractor from his obligations to perform this contract in the time specified by the agreement, as modified by the particular extension in question.

Granting of a time extension due to one circumstance on one request therefor shall not constitute a granting by the City of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by Contractor as a precedent for any other request for extension.

Section 3.13. Suspensions Exceeding One Year.

Should the work of this contract be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, Contractor

and City agree to enter into an agreement terminating the agreement upon the following terms and conditions.

City shall be responsible only to pay Contractor the actual value of the work performed from the date of the commencement of the work or from the date of the last progress payment, whichever is later, plus the ten percent (10%) withholds from such progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and City, it shall be conclusively presumed that the actual value for Contractor's work to the date of the last progress payment is no more than the actual amount of that progress payment plus the ten percent (10%) withhold from such progress payment; provided, however, that this section shall not preclude City from deducting charges from work or materials which do not meet the requirements of the Contract Documents.

Section 3.14. Effect of Stop Work Notice.

If the City orders a suspension of the work pursuant to Article 18, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which Contractor is to perform. In such event, Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

ARTICLE 4. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.

Section 4.01. Sections of Drawings and Specifications.

For convenience, the specifications and drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of the work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

Section 4.02. Coordination of Drawings, Specifications, and Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Any work called for by the drawings, but not mentioned in the specifications, or vice versa, is to be furnished as though fully set forth in both documents. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this contract.

Drawings showing the locations of equipment, wiring, piping, etc. are diagrammatic, and conditions will not always permit their installation in the location shown. In such event, Contractor shall notify the Project Manager and obtain an interpretation before proceeding with the work in question.

Section 4.03. Interpretation and Additional Instructions.

A. Notification by Contractor. Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to him that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected he immediately shall notify the Project Manager in writing and request interpretation, clarification, or furnishing of additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued within a reasonable time by the Project Manager, whose decision shall be final and binding.

Should the Contractor proceed with the work affected before receipt of instructions from the Project Manager, he shall remove and replace or adjust any work which is not in accordance therewith, and he shall be responsible for any resultant damage, defect, or added cost.

In the event of a failure to agree as to the scope of the contract requirements, the Contractor shall follow the procedure set forth in section 4.04 herein below.

B. Additional Detailed Instructions. At any time, the Project Manager may furnish additional detailed written instructions to explain the work more fully, and such instructions shall be a part of the contract requirements.

Section 4.04. Dispute as to Contract Requirements.

When the Contractor and the Project Manager fail to agree as to whether or not any work is within the scope of the Contract Documents, the Contractor shall nevertheless immediately perform such work upon receipt of the Project Manager's written order to do so. Within seven (7) calendar days after receipt of such order, the Contractor may submit a written protest to the Project Manager specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting therefrom. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment in the contract price and the completion date due to such work, and the Contractor thereafter shall not be entitled to any adjustment of the contract price or time therefor.

The decision of the Project Manager shall be made within seven (7) days after receipt of the protest and shall be in writing. If the Contractor disagrees with the decision of the Project Manager, the Contractor may file a Notice of Potential Claim pursuant to Section 28.05 of this contract.

The time during which the protest is pending shall not be deducted from the time of completion of the contract.

Section 4.05. Supplemental Drawings.

In addition to the drawings incorporated in the Contract Documents, the Project Manager may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the contract drawings and specifications. In furnishing such additional drawings, the Project Manager shall have the authority to make minor changes in the work, not involving any extra cost, and not inconsistent with the overall design of the project. These supplemental drawings and instructions shall become a part of the Contract Documents, and the Contractor shall make his work conform to them.

The provisions of section 4.02 through 4.04, inclusive, shall apply to such supplemental drawings and instructions.

Section 4.06. Contractor's As-Built Drawings.

Contractor shall be provided one extra set of working plans and specifications which Contractor shall keep at the site of the work at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact location of all installations in their finished condition, including all structural, electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. Upon completion of the work, said drawings and specifications shall be returned to the Project Manager.

ARTICLE 5. SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS.

Section 5.01. Shop Drawings and Manufacturers' Instructions.

The Contractor, at his sole cost and expense, shall furnish to the Project Manager and/or Project Architect such drawings and other descriptive material as are required by the specifications, requested by the Project Manager, or which the Contractor proposes to use in performing the work. Such shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to

enable the City and Project Architects to determine compliance with the specifications and with the design and arrangement shown on the working drawings.

Contractor shall also submit copies of all manufacturers' instructions required by the specifications or requested by the Project Manager.

Such submittals shall be checked and coordinated with the work of all trades involved before they are submitted.

Section 5.02. Submission of Shop Drawings.

The Contractor shall submit no less than six (6) copies of all shop drawings or manufacturers' instructions, accompanied by a letter of transmittal, to the Project Architect, listing the identifying number of the drawings submitted and cross-referencing them to the page or sheet in the specifications and/or working drawings to which they are related. One additional copy shall be delivered to the Project Manager.

All submissions must be marked with the name of the project and the name of the Contractor and shall be numbered consecutively and complete in every respect.

The Project Manager shall not accept shop drawings or manufactures' instructions which are not sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The drawings and instructions shall be submitted promptly, so as to cause no delay in the work. The drawings and instructions shall be submitted so as to allow the Project and Project Managers a review period of no less than seven (7) days.

Section 5.03. Approval of Shop Drawings.

Contractor shall not proceed with the work as shown on the shop drawings or manufacturers' instructions until he is notified by the Project Manager that they have been approved.

Thereafter, the work shall proceed in accordance with the approved shop drawings or manufacturers' instructions, including any modifications thereto approved by the Project Manager.

Should the Contractor proceed with the work shown thereon before approval is received, he shall remove and replace or adjust any work which is not in accordance with the approved shop drawings or manufacturers' instructions, and he shall be responsible for any resultant damage, defect, or added cost.

When requested by the Project Manager, the Contractor shall resubmit shop drawings and manufacturers' instructions for reexamination and approval or disapproval.

Section 5.04. Shop Drawings Showing Variation from Contract.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents.

Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal any variation, discrepancy, or conflict with the contract drawings shall render the approval null and void, and Contractor shall bear all risk of loss and reconstruction costs or delays.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of shop drawings or manufacturers' instructions which do not comply with the Contract Documents, such modifications shall be made without extra cost to the City, and without extension of the time specified for completion of the work.

Section 5.05. Effect of Approval of Shop Drawings.

The approval of shop drawings or other descriptive material shall not relieve the Contractor of any obligation for accuracy of dimensions and details; for conforming the work to the requirements of the Contract Documents; or from responsibility to fulfill the contract at no extra cost to the City, within the completion time.

ARTICLE 6. MATERIALS AND PRODUCTS.

Section 6.01. Quality of Materials and Products.

Contractor shall, if required by the Project Manager, furnish satisfactory evidence as to the kind and quality of materials provided.

The Project Manager may require, and the Contractor shall submit, a list designating the source of supply of each item of materials entering into the construction of the work, and in such event, such materials or products shall not be delivered to the work nor installed therein until after the Project Manager has approved such list.

Section 6.02. Better Material or Process.

In the event that Contractor furnishes a material, product, process, or article better than that specified in the Contract Documents, the difference in cost of such material, product, process, or article shall be borne by the Contractor.

Section 6.03. Industry Standards.

A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the date of the Bid Form, except as limited to type, class, or grade, or modified in such reference.

B. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 6.04. Materials and Products Storage.

Materials, product and equipment storage is prohibited within the public right of way unless otherwise approved by the Project Manager. Contractor shall confine the storage of all materials, products, and equipment required in the performance of this

contract to the areas specified by the Project Manager. Contractor shall obtain prior approval from the Project Manager regarding areas for storage and methods of protection. All material, products, and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas clear for the regular use of the public and City employees.

Section 6.05. Original Packages or Containers; Labels.

All materials delivered to the site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.

Section 6.06. Protection of Materials and Equipment.

Contractor shall protect the work, materials, and equipment from damage due to the action of the elements, trespassers, or other causes. He shall properly store materials and equipment and, when necessary, erect such temporary structures as are required to protect them from damage.

Section 6.07. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the work within the specified time.

Section 6.08. Warranty of Title.

No material, article, product, supplies, or equipment for the work under this agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the work, and agrees upon completion of the work to deliver the premises together with all improvements and appurtenances, constructed or placed thereon by him, to City, free from any claims, liens, or charges.

Contractor agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons

furnishing materials or labor under the payment bond given by Contractor, nor any rights under any law permitting such persons to look to funds due to Contractor but retained by City.

Contractor shall cause the provisions of this section to be inserted in all subcontracts and material contracts executed by Contractor and notice of this provision shall be given to all persons furnishing materials for the work.

This section shall not disallow Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. Contractor and his sureties shall protect and hold harmless the City and all of its officers, agents, and employees against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from, any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this contract, Contractor shall furnish acceptable proof to the City of proper release from all such fees or claims.

Section 6.10. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by Contractor pursuant to the contract, shall be included in the contract price and paid by the Contractor.

The City shall furnish the Contractor with a certificate, on forms provided by the Contractor, to the effect that items furnished pursuant to this contract are for the exclusive use of the City.

ARTICLE 7. SUBSTITUTIONS AND APPROVALS.

Section 7.01. Drawings and/or Other Data.

Contractor may make proposals for substitutions to the working drawings and/or specifications. All such proposals shall be in writing, and shall be accompanied by drawings and/or other data, including cost data of the proposed substitutions, and all information required by the Project Manager to make a fair evaluation of the

Contractor's request. It is the intent of this article to comply with Public Contract Code section 3400.

Section 7.02. Equal Materials; Substitutions.

Whenever in the Contract Documents any materials, products, processes, or articles are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, such specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, "or equal".

If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Project Manager in writing and shall submit samples, if requested.

The Project Manager then will determine whether or not the proposed substitution is equal in quality and utility to the material specified, and his decision shall be final.

Requests for substitutions in materials will only be considered when offered by the Contractor as required by this article, and no deviations from the specifications will be allowed unless such substitutions have the prior written approval of the Project Manager.

Section 7.03. Effect of Allowance.

If the Project Manager allows the substitution, the Contractor shall be solely and directly responsible for setting approved substituted materials and/or equipment into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the City.

No time extensions shall be granted on account of a substitution. The contract price shall be adjusted by the price difference between the approved substitution and the originally specified item.

Section 7.04. Time for Proposing Substitutions; Decision.

All requests for substitutions shall be made within thirty-five (35) days from the date of the award of the contract. Failure to meet said time period shall constitute a waiver by Contractor and an acceptance of the specified materials. Late submittals may be considered only when the Project Manager consents in writing, and the City's best interests so require.

The Project Manager shall evaluate said request, and shall approve, deny, approve with conditions, or initiate the procedure for a change order in response to Contractor's request. If the proposed substitution is rejected, Contractor shall provide the material originally specified. The decision of the Project Manager shall be final.

The Contractor shall bear the burden of proof that his proposed substitutions are of equal quality and performance to the originally designated material or specification.

Failure by Contractor to identify all deviations from the Contract Documents in his request for substitution shall render any City action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for substitution.

Section 7.05. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the Project Manager determines that samples and testing are required to decide a request for a substitution, he shall so advise the Contractor, and specify the materials or work to be sampled. Contractor shall, at no cost to the City, provide such samples as required by Article 8, dealing with samples and testing.

Contractor shall bear all costs of sampling and testing required to decide a request for substitution, and if a substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the City, and all costs of mechanical, electrical, structural, or other changes needed to adapt the substitution to the work.

ARTICLE 8. SAMPLES AND TESTING.

Section 8.01. Materials and Work Which Must be Tested; Contractor's Expense.

Materials and/or work which require sampling and/or testing are specified in the Contract Documents. The Contractor shall bear the full cost of providing samples and all testing of such materials and/or work.

Section 8.02. Materials Which May be Tested.

The City reserves the right to require Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by Contractor in addition to those specified in the Contract Documents. The City shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so. In such event, City may, if appropriate, issue a change order.

Section 8.03. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the City during regular working hours.

Section 8.04. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Manager or by the testing laboratory, but not by the Contractor.

Section 8.05. Delivery of Samples.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the site. Such samples shall be delivered either to the City or to the testing laboratory or such other address specified by the Project Manager.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples required by the Contract Documents or due to Contractor's request for substitution.

Contractor shall allow free access at all times to the representatives of the testing laboratory to the site of the work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified by the City.

Section 8.06. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the Project Manager approves such samples and/or tests. If contractor installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approvals, and no other.

No approval of any samples shall be deemed a change or modification in any requirement of the Contract Documents.

Upon testing of any sample of material or work, no additional sample shall be considered unless approved by the Project Manager.

All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects.

Section 8.07. Damage Due to Testing.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing specified in the Contract Documents. The City shall issue a change order for repair of damage due to sampling or testing other than specified in the Contract Documents.

The Contractor shall not make any tests upon portions of the building already completed, except with the prior written consent and under the direction and control of the Project Manager.

Section 8.08. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the City shall be at Contractor's expense.

Section 8.09. Effect of Sampling and Testing.

The City assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Contract Documents in the work rest entirely with the Contractor, notwithstanding any prior samples or tests.

ARTICLE 9. REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. Rejection of Materials and Workmanship.

The City shall have the right to reject materials and workmanship which are determined by the Project Manager to be defective or fail to comply with the Contract Documents.

Rejected workmanship shall be corrected satisfactorily, and rejected materials shall be removed from the premises and replaced, all without cost to the City.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the Project Manager in a written notice to Contractor, the City may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to Contractor.

If the City determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Contract Documents, the Contractor agrees that an equitable deduction from the contract price shall be made therefor, and deducted from the next progress payment.

Section 9.02. Removal of Rejected Materials.

Contractor promptly shall remove from the site all materials which have been rejected.

Section 9.03. Failure to Remove Unsatisfactory Materials.

If the Contractor does not remove materials which have been determined not to comply with the Contract Documents within a reasonable time, fixed by the written notice from the Project Manager, the City may remove such materials and may store the materials, all at the expense of Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the site.

The Contractor shall submit to the Project Manager a statement of the source of supply for any such materials. The Project Manager thereupon shall notify such source that the specified materials have not been incorporated into the project, and no claim or stop notice therefor will be recognized. The Contractor shall fully indemnify the City for any claims, costs, or demands, made by any materialman regarding such materials.

The City reserves the right to satisfy any such materialman's claims by paying the same, and deducting the cost from the next progress payment.

ARTICLE 10. SUPERVISION AND LABOR.

Section 10.01. Skilled Labor.

All labor shall be especially skilled for the kind of work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish in all respects.

Section 10.02. No Tenancy.

All workers, contractors, or contractors' representatives are admitted to the site only for the proper execution of the work, and have no tenancy.

Section 10.03. Dismissal of Unsatisfactory Employees.

All employees engaged in the work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, or any employee not skilled for the type of work required.

Section 10.04. Personal Attention and Superintendent; Contractor's Agent.

The Contractor shall supervise the work to the end that it shall be faithfully prosecuted.

The Contractor shall at all times keep a superintendent who is fully empowered to act as agent for the Contractor on the site or available by telephone and within a reasonable distance. Contractor shall advise the City in writing of his agent, and of any limitations on his authority to act on behalf of the Contractor. The Contractor shall be responsible for the faithful observation of all instructions delivered to him or his authorized agent(s).

Any instruction issued by the Project Manager not otherwise required by the specifications to be in writing will, upon the request of the Contractor, be confirmed by the Project Manager in writing. All written instructions shall be deemed incorporated as part of this agreement.

Section 10.05. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work. The Contractor shall notify the Project Manager in writing of any discrepancies or conditions which do not meet this section. Failure on the part of the Contractor to so notify the Project Manager shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or such subcontractors.

ARTICLE 11. SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.

Section 11.01. Subcontracting.

If Contractor shall subcontract any of the work to be performed pursuant to this agreement, Contractor shall be as fully responsible to the City for the acts and/or omissions of such subcontractor and of the persons either directly or indirectly employed or engaged as subcontractors by such subcontractor as he is for the acts and omissions of himself and persons employed by him.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the City of Rocklin.

Contractor shall bind every subcontractor, and every subcontractor of a subcontractor, by the terms of this contract which are applicable to the work to be performed by such subcontractor.

Section 11.02. Disputes Between Subcontractors and/or Contractor.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or worker shall suffer loss or damage on the work, Contractor agrees to settle with such other contractor, subcontractor, or worker by agreement or arbitration, if such other contractor, subcontractor, or worker shall assert any claim against the City of Rocklin or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the City shall notify the Contractor, who shall defend, indemnify, and save harmless the City and all of its officers, agents, and employees against any such claim.

The City shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor the employees of either; provided, however, that in the event of any such dispute, the disputing parties shall all provide complete written explanations of all facts underlying such dispute on the request of the Project Manager; and provided further that the Project Manager, in his sole discretion, may be present at or call any meetings between the disputing parties.

Section 11.03. Listing of Subcontractors.

Contractor shall comply with the requirements in the instructions to bidders regarding the listing of subcontractors and shall comply with the requirements of the

Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any of the provisions of that chapter, such violation shall be deemed a breach of this contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contracts Code section 4110, allowing termination of the contract or penalty assessment of ten percent (10%) of the subcontract.

Section 11.04. Dealings with Subcontractors.

The City will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the work. Any and all discussions between any subcontractor and the City shall be initiated through, and conducted in the presence of, the Contractor or his representative.

Section 11.05. Termination of Unsatisfactory Subcontractors.

When any portion of the work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor which is discharged shall not again be employed on the project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100.

ARTICLE 12. STATE REQUIREMENTS REGARDING WAGES, HOURS AND EQUAL OPPORTUNITY.

Section 12.01. Applicability of Article.

This article applies to all contracts. In addition, Article 13 herein below applies to projects in which federal funds are used, as indicated in the Special Provisions.

Section 12.02. Prevailing Wage Rate.

Pursuant to Chapter 1 of Part 7, Division 2 of the Labor Code, commencing with section 1770, the Director of Industrial Relations (DIR) of the State of California ascertained the prevailing rate of wages in the locality in which the work on the project

is to be performed for each craft, classification, or type of worker needed to execute this contract. The prevailing rates so determined are on file with the Department of Industrial Relations. (See Appendix.) Said prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and cause copies of the determination of the prevailing rate of per diem wages to be posted in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

Section 12.03. Payment of Prevailing Wage Rates.

Contractor shall pay, and shall cause all subcontractors under him to pay, not less than the specified prevailing rates of wages to all workers employed on the work in the execution of this contract and shall comply with all applicable requirements of California Labor Code sections 1720 through 1781.

Section 12.04. Travel and Subsistence Pay.

Travel and subsistence payments shall be made by Contractor and all subcontractors in accordance with section 1773.8 of the Labor Code.

Section 12.05. Wage Rate for Crafts Not Listed.

In the event this contract calls for work requiring any craft, classification, or type of worker for which the DIR has not specified a prevailing wage rate, the City will issue an addendum specifying a prevailing wage rate after consultation with the DIR, and Contractor and all subcontractors shall pay each worker engaged in the specified work not less than such rates. Pending such addendum, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the contract price shall be made if such assumption is incorrect.

Section 12.06. Records of Hours Worked and Wages.

Contractor shall maintain, and shall cause all subcontractors under him to maintain, records of the hours and wages of all employees employed on the work, and such records shall be open at all times for inspection by the City and/or the Division of Labor Statistics and Law Enforcement, in accordance with sections 1776 and 1812 of the Labor Code.

Section 12.07. Underpayment of Wages.

Contractor agrees that in the event of underpayment of wages to any employee on the work, whether by Contractor or any subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference

between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked. The City may disperse such retention to such employees.

Section 12.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly sections 1775 and 1813, Contractor shall forfeit to City as a penalty the sum of twenty-five dollars (\$25.00) over and above any retentions or withholds otherwise authorized by the agreement, as follows:

A. For each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done under this contract by him or any subcontractor above him; and/or

B. For each worker employed in the execution of this agreement by Contractor or by any subcontractor for each calendar day during which such worker is 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 the provisions of said Article 3.

Section 12.09. Apprentices.

Attention is directed to the provisions of sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

The Contractor and all subcontractors under him shall comply with the requirements of section 1777.5 and section 1777.6 in the employment of apprentices.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Adequate supervision of all apprentices shall be maintained at all times by Contractor and any subcontractor employing such apprentice.

Section 12.10. All Employees on Payrolls; Submission of Records.

Contractor shall not carry on his payrolls any person not actually employed by him, nor shall he carry on his payrolls employees of a subcontractor. Contractor shall show on his payrolls all persons actually employed by him on the work, in any capacity. Contractor shall supervise all subcontractors to ensure that all subcontractors comply with this section.

At the request of the Project Manager, Contractor shall provide, and shall require all subcontractors to provide, verification of the actual wages paid to any or all employees on the work, including but not limited to copies of the payroll records.

Section 12.11. Hours of Work; Approval of Schedules.

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code sections 1810 through 1815, inclusive.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. The proposed days and hours of work shall be shown on the Schedule of Work required by section 3.01 hereof, and shall be modified from time to time as appropriate.

The Contractor is referred to the Special Provisions for further particulars regarding scheduling.

Section 12.12. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with section 1735 of the Labor Code, which provides that no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part 7, Division 2 of the Labor Code.

Contractor's attention is directed to Article 13 hereof, setting for additional federal requirements which address this subject, but which do not supersede or in any way make ineffective the requirements of this section.

ARTICLE 13. FEDERAL REQUIREMENTS.

Section 13.01. Applicability of Article.

In addition to Article 12 hereinabove, this article applies when federal funds are used on the project. The Special Provisions specify whether such funds are being used, and set forth federal provisions applicable to the particular project, if any, in addition to those set forth herein.

Section 13.02. Davis-Bacon Act.

If the Special Provisions specify that federal funds are being used on this project, the Davis-Bacon Act applies. Federally determined minimum wage rates may exceed the State of California prevailing wage rates determined pursuant to Article 12 hereof. In case of a difference in the minimum wage rates, Contractor must pay not less than the higher rate.

In addition, the following federal regulations apply along with any amendments that may take effect prior to execution of their agreement:

From 29 CFR Section 5.5 (a):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof [see Appendix], regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs

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incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The City shall require that any class of laborers or mechanics which is not listed in the wage contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the Administrator of the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City shall refer the questions, including the views of all interested parties and recommendation of the City, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay either bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards, of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of any accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United State Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected,

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly payrolls for each week in which any contract work is performed a copy of all payrolls to the federal agency involved if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the City for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-001), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "State of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency involved or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of

Labor, Employment and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been approved by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted by the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Federal Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10), and such other clauses as the federal agency involved may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 20 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) Contract Work Hours and Safety Standards Act. The following provisions apply to any contract triggering the Davis Bacon Act which is in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for hours worked in excess of forty hours in such workweek.

(ii) Violation liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (11)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (11)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (11)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (11)(i) of this section.

- (iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (11)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (11)(i) through (iv) of this section.

Section 13.03. Compliance with Federal Anti-Discrimination Laws.

Contractor shall comply with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Equal Opportunity clause.

2. The Contractor will have all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, or by rule, regulation, or order of the Secretary of Labor, regulation, or order of the Secretary of Labor, or otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request in writing to the City, who, in turn, may request the United States to enter into such litigation to protect the interests of the City and of the United States.

Section 13.4. Compliance with Contract Hours and Safety Standards Act.

It is the Contractor's responsibility to comply with, implement, and enforce all relevant provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under section 107 of the Contract Hours and Safety Standards Act (40 U.S.C. S333) as set forth in Title 29 CFR section 1926.1 et seq. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, D.C. 20013.

ARTICLE 14. PROTECTION OF WORKERS AND PUBLIC PROPERTY.

Section 14.01. Protection of Persons and Property.

Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the work, or adjacent to the work.

Contractor shall provide a safe environment for all functions to be performed by the Project Manager and the City Inspectors, and a safe place for all employees to work.

Contractor shall comply with all occupational safety laws, rules and regulations applicable to the work.

Section 14.02. Protection and Repair of Work.

Contractor shall maintain adequate protection of the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the premises against damage, loss, or theft by providing adequate security measures. The Contractor shall, until final payment hereunder, maintain adequate protection of all of his work and work performed by others under this contract from damage, loss, defacement, or vandalism.

Contractor assumes full liability for the security and risk of loss from any cause of materials stored, work performed, and existing improvements on the site, and agrees to replace, at no cost to the City, at the time they are needed for incorporation in the work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced material and/or equipment from the project site at no cost to the City, and Article 9 hereof shall apply to such material or equipment.

Section 14.03. Protection of Workers.

Contractor shall take all necessary precautions for the safety of all employees and others on the work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created

by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Project Manager by the Contractor.

Contractor immediately shall replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the City undertakes no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws.

Section 14.04. Working Limits and Regulations.

Contractor shall confine his apparatus, storage and materials, and construction operations to such limits as may be directed by the Project Manager, and shall not unreasonably encumber the project site or adjacent areas with his materials and/or equipment.

Contractor shall enforce any instructions from the Project Manager regarding signs, advertising, fires, danger signals, barricades, and/or smoking.

Section 14.05. Protection of Existing Improvements.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the work, normal maintenance due to use by City employees or the public excepted.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction.

All damage shall be replaced, repaired, and restored to its original condition without additional cost to the City.

Section 14.06. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from Contractor's operations and shall not be obliterated or obscured by his equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street or sidewalk, Contractor shall first notify the Project Manager and the police and fire agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 14.07. Security of the Site.

Contractor shall take such steps as are necessary to adequately secure the site at such times as workers are not present on the site. At the Project Manager's request, Contractor shall meet with representatives of the police and fire agencies with jurisdiction, and shall comply with reasonable requests by such departments to secure the site.

Contractor's attention is directed to the Special Provisions regarding requirements for fencing the site, gates, and screening.

Section 14.08. Watchmen.

Contractor may, at his option and his expense, provide night watchmen for the work. The facilities for such watchmen shall be subject to approval of all agencies with jurisdiction, and this contract shall not constitute the approval by any City department with jurisdiction of the facilities proposed by the Contractor.

Section 14.09. Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

ARTICLE 15. PROTECTION OF ADJACENT PROPERTY.

Section 15.01. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the work.

Prior to excavation, Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall send the Owner and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work, and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving such notice who has questions regarding it may contact the Project Manager.

Whenever any notice is required to be given to any adjoining or adjacent landowner or occupant, utility, governmental agency or other party before commencement of any work, such notice shall be given by the Contractor with a copy delivered to the Project Manager.

The Contractor shall, at the instruction of the Project Manager, meet with any recipient of such notice to explain and discuss the proposed work. The Project Manager may make such modifications to the Contractor's proposed working methods as described in the notice as are required to comply with this article, and Contractor shall make such modifications without cost to City.

Section 15.02. Fire Protection.

Contractor shall take all steps necessary to protect all structures from fires and sparks originating on the work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

Contractor shall notify the Project Manager and the fire department prior to disconnection of either water or electrical service to the site, and shall comply with the fire department's instructions regarding fire safety.

Contractor shall provide fire extinguishers as necessary to protect the site and adjacent structures at all times.

Section 15.03. Indemnity for Losses to Adjacent Property.

Contractor shall defend, indemnify, and save harmless the City from any damages on account of any cause, including settlement and/or the loss of lateral subjacent support of adjoining property, damage to utilities' or governmental agencies' equipment or installations, and from all loss or expense and from all damages for which the City may be liable as a consequence of such injury or damage to adjoining or adjacent property and/or structures, or equipment or installations, including those owned by the City of Rocklin.

Any damage arising from or in consequence of the performance of this contract to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the City, if the owner thereof consents.

If, in the opinion of the Project Manager, the best interest of the City requires such repair to be made prior to the execution of any further work, the Project Manager will so notify the Contractor who shall delay or discontinue that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable and no extension for time of completion of this contract will be granted therefor.

Upon the failure of the Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the work, the City shall do such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment.

Section 15.04. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the City, is authorized and shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of such action. Contractor immediately shall notify the Project Manager of such actions, and thereafter shall comply with any instructions issued by the Project Manager.

ARTICLE 16. CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. Basic Standard.

The Contractor shall take and assume full responsibility for all aspects of the satisfactory and faithful performance of the work in accordance with the Contract Documents.

Section 16.02. Surveys.

The City will establish all required reference benchmarks and lines adjacent to the work. From the information thus provided, the Contractor shall develop and make such additional surveys as are required for construction, such as slope stakes, batter boards, stakes for pipe and other utility locations, and other working points and lines and elevations.

Benchmarks, baselines, property boundaries, line and grad hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of reestablishing them if they are disturbed.

The Contractor shall notify the Project Manager in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the Project Manager.

Section 16.03. Layout Work.

Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels, and grade stakes at the beginning of the project. The exact locations of all partitions shall be laid out on forms, walls, and flooring, as the work progresses. It is the Contractor's responsibility to exercise due care to verify all dimensions shown on the drawings before laying out the work.

The proper placement of the project on the site and the components within the structure is the Contractor's sole responsibility.

Section 16.04. Contractor's Equipment.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the site.

Section 16.05. Clearing Obstructions.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. Contractor shall verify dimensions and scale of all plans, and check all dimensions and levels shown thereon against the site after it is graded and prepared for construction.

Section 16.06. Dust Control.

Contractor shall at all times control dust originating from the work done, by sprinkling as needed and shall follow the Project Manager's directions in this regard.

Section 16.07. Existing Conditions Shown on Drawings.

Any investigations conducted by the City of existing conditions on the site are made for the purpose of design only, and there is no guarantee either express or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions might not occur.

Where investigations of subsurface conditions have been made by the City in respect to foundation or other subsurface structure design, such information represents only the statement by the City as to the character of materials which actually have been encountered during the investigations, and is only included for the convenience of bidders.

Section 16.08. Discovery of Unknown Conditions, Change Orders.

The Contractor shall promptly, upon discovery, and before the site is disturbed further, notify the Project Manager of any existing or latent condition at the site differing materially from those indicated on the Contract Documents, or physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered in work of this type.

The Project Manager promptly shall investigate, and if he finds the conditions do materially and substantially differ, and such differences cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work, he shall process a change order pursuant to Article 17 hereof.

No claim for extra compensation or time by Contractor for conditions described herein shall be allowed unless Contractor has given the notice required by this section.

Section 16.09. Equipment and Methods.

Only equipment and methods suitable to produce the quality of work required shall be permitted by the Contractor to operate on the work. If any part of the Contractor's plant, equipment, or methods of execution of the work are determined by the Project Manager to be unsafe or inadequate to deliver the required quality or rate of progress of the work, the Project Manager may order the Contractor to improve his facilities or methods, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Project Manager to issue such orders shall relieve the Contractor from his obligation to perform the work as required by the Contract Documents.

Section 16.10. Approval of Contractor's Plans.

The approval by the Project Manager of any drawing or method of work proposed by the Contractor shall not relieve the Contractor of his responsibility for compliance with the Contract Documents and shall not constitute any assumption of risk, responsibility, or liability by the City or any officers or employees thereof.

The Contractor shall have no claim for modification to this contract or the time within which the project is to be completed as a result of the failure or partial failure of inefficiency of any plan or method approved by the Project Manager. The Project Manager's approval shall be construed only to mean that the City has no objections to the Contractor using, upon the Contractor's own full responsibility, the plan or method so proposed.

Section 16.11. Temporary Facilities and Services.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas, and water service to the site during construction at his sole cost and expense. Contractor shall not connect to fire hydrants for construction water without the previous written consent of the fire department with jurisdiction.

Contractor shall comply with all requirements of federal and state law and Rocklin City ordinances regarding the placement of temporary facilities on the site, and the City shall not be deemed by this specification to have consented to such placement.

Section 16.12. Proof of Compliance with Contract.

In order that the Project Manager may determine compliance with the requirements of the Contract Documents which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Project Manager, submit such documents or other satisfactory proofs as required by the Project Manager to demonstrate compliance by the Contractor with the Contract Documents.

Section 16.13. Coordination of Work.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the work. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies will result nor unnecessary delays occur.

If completion is delayed because of any acts or omission of any subcontractors, the Contractor shall on that account have no claim against the City for extra compensation or time.

Section 16.14. Joining Work.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the City.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various contractors or subcontractors, without cost to the City.

The City shall not be responsible for any damages suffered or costs incurred by the Contractor or any other contractor, subcontractor, or worker, resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the work, or caused by any decision by the City respecting the order of precedence in the performance of the contracts awarded for the completion of the work.

The Contractor shall be responsible to other contractors or City forces engaged in work on the site or adjacent thereto for all damages to their work, or persons employed thereon, or delays to their work, resulting from Contractor's failure to complete the work within the time for completion. Contractor shall adjust and coordinate his work with that of others so that no discrepancies result in the whole work, and shall defend and indemnify the City from all claims arising therefrom.

ARTICLE 17. CHANGE ORDERS.

Section 17.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written change order from the City stating that the extra work or change is authorized, and no claim for any addition to the contract sum or time for completion shall be valid unless so ordered; provided, however, that nothing in this article shall excuse Contractor from proceeding with the prosecution of the work so changed. Contractor shall, when required by the Project Manager, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.

Any such change order shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified.

Section 17.02. Change Orders Authorized.

Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Adjustments, if any, and the amounts to be paid to Contractor by reason of any such change, addition, or deletion, shall be determined by one or more of the following methods:

- A. By a lump sum proposal by the Contractor accepted by formal action by the City; and/or
- B. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the City and the Contractor.
- C. By such other method approved by the City.

Section 17.03. Minor Change Orders by City Manager.

The City Council of the City of Rocklin has authorized the City Manager to order minor changes or additions in the work being performed under construction contracts.

This authorization allows any change or addition in the work to be ordered in writing by the City Manager when the extra cost to the City for each change or addition does not exceed 15% and when the total of all such changes or additions does not exceed 15%.

Section 17.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the City pursuant to Article 3 hereof shall be set forth in a change order issued by the City Council.

Section 17.05. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce their liability on the bonds.

The City reserves the right to require additional payment or performance bonds to secure a change order.

ARTICLE 18. INSPECTIONS.

Section 18.01. Access for Inspection.

The Project Manager, the Project Architect, the City Inspector(s), or other employees or agents of the City shall at all times have access for the purpose of inspection to all parts of the work and to all shops wherein the work is in preparation, and Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspectors.

Section 18.02. Inspections.

All work done and all materials furnished shall be subject to the inspection and approval of the Project Manager, either acting personally or through the City Inspector(s).

Any work constructed without required inspection, or not in compliance with the Contract Documents or instructions or orders of the Project Manager shall, upon the instruction of the Project Manager, be uncovered for inspection and properly restored after inspection and approval, at no cost to the City.

Section 18.03. Authority of City Inspector; Stop Work Notices.

The designated City Inspector shall be considered to be a representative of the Project Manager. It is his duty to inspect those portions of the work to which he is assigned.

The City Inspector shall have the authority to order the work entrusted to his inspection stopped if he determines that the work is proceeding in violation of the Contract Documents or any orders issued by the Project Manager.

Upon issuing a stop work notice, the City Inspector immediately shall notify the Project Manager, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager shall be final. The Contractor shall thereafter comply with the instructions of the Project Manager regarding corrections needed to cure the defect. The superseded work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Project Manager. The Contractor shall not be entitled to an extension of time in the event of such suspension of work.

Section 18.04. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any of his obligation to fulfill the contract as required by the Contract Documents.

Any work, materials or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefor may have been made.

Section 18.05. Inspection of Completed Work.

Should the Project Manager determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the work, by removing or exposing the work, Contractor shall, upon instruction of the Project Manager, promptly furnish all necessary facilities, labor, and materials to do so. If such work is found to be defective in any respect due to the fault of Contractor or any subcontractor, Contractor shall defray all expenses of such examination and replacement shall be allowed Contractor and a change order shall be issued.

Section 18.06. Notice to City of Inspection.

Where the Contract Documents, instructions by the Project Manager, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The contractor shall give notice to the Project Manager at least two (2) days in advance of the readiness for inspection.

Section 18.07. Authority of Project Manager.

The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of Contract Documents and specifications; all questions as to the acceptable performance of the contract; and all questions as to the compensation.

Section 18.08. Building Inspectors.

The Contractor shall provide access to building inspectors from the jurisdiction in which the project is located. Such building inspectors shall inspect the project for compliance with the applicable building, mechanical, fire and electrical codes.

In the event the Project Manager is an independent contractor of the City, such building inspectors will be independent of the Project Manager and the City Inspectors, and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the building inspectors with jurisdiction, and if such building inspector reports a violation of any code within his jurisdiction, the Contractor immediately shall notify the Project Manager.

ARTICLE 19. PUBLIC UTILITIES.

Section 19.01. Utilities Used During Construction.

Contractor shall provide and pay for all necessary water, gas, and electricity required for all trades employed in the performance of this contract. Contractor shall also provide and pay for at least one, and if ordered by the Project Manager, more than one, telephone to be located on the site, and which shall be the primary means of communication between the Project Manager and the Contractor. Said telephone shall be made available to the City Inspector in the performance of his duties, without cost to the City.

The contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities.

The Contractor shall assume all financial responsibility concerning said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the City during the entire progress of the work. Damage to or unscheduled disruption of existing utilities shall be repaired immediately, at no cost to the City.

The enclosing of such public utility equipment shall be done by the Contractor consistently with the requirements of the utility. Upon completion of the work, the contractor shall remove all enclosures and fill in and leave in a finished condition all openings for such utilities.

Section 19.02. Lighting.

Contractor shall furnish, wire for, install, and maintain temporary electric light where it is necessary to provide illumination for the proper performance and inspection of the work. The lighting shall provide sufficient illumination and shall be so placed and distributed that these specifications can be easily read in every place where said work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the work, available for the use of the Project Manager or City Inspector, whenever required for inspection.

Section 19.03. Permanent Utilities.

The Contractor shall install all permanent utilities called for by the Contract Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. Toilet Facilities for Workers.

The Contractor shall provide and maintain for the duration of the work temporary toilet facilities as required for the workers on the job. Such facilities shall conform to the requirements of the Placer County Health Department, and shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily, and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

ARTICLE 20. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS.

Section 20.01. Basic Standard.

The Contractor shall conduct the work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by Contractor and by all subcontractors on the site.

Contractor shall obtain and keep current all licenses or permits required by the Contractor's State License Law and/or other licenses required to authorize him to perform the work, and shall require all subcontractors to comply with this section.

Section 20.02. Permits.

Unless otherwise provided by the Contract Documents or ordered by the Project Manager, the Contractor shall obtain all permits, licenses, and/or entitlements that are required for the performance of the work by all laws, ordinances, rules, regulations, or

orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees lawfully required relating thereto and all costs and expenses incurred on account thereof.

Section 20.03. Compliance with Laws and Regulations.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by him or under him to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work, or the materials used in the work, or in any way affect the conduct of the work.

Section 20.04. Compliance with Laws and Regulations Indemnity.

Contractor shall save harmless, defend, and indemnify the City and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order, or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. Specific State Laws and Regulations.

In addition to the general requirements set forth above, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public buildings, including, without limitation, the following:

1. The California Health & Safety Code and all applicable administrative code regulations adopted pursuant thereto.
2. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.
3. Title XIX of the California Administrative Code entitled "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety."
4. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. of materials, machinery, and building appurtenances as therein set forth.

5. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

All of the above laws and regulations are expressly incorporated in this contract, and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is Contractor's responsibility to inform himself regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his sole cost, expense and risk.

Section 20.06. Compliance with Conditions of Permits.

Contractor shall conduct the work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the work by the Contractor, whether or not such permits or entitlements are incorporated by the Contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the work and incorporated in the project to avoid or mitigate the environmental effects of the project, pursuant to the California Environmental Quality Act, and such conditions imposed on use permits issued by any agency with jurisdiction.

It shall be Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits.

Contractor's attention is directed to the Special Provisions setting forth additional requirements, if any, regarding this subject.

ARTICLE 21. PRESERVATION AND CLEANING.

Section 21.01. Protection of Work.

The Contractor shall protect and preserve the work from all damage or accident, and shall at his cost provide any temporary roofs, window and door coverings, enclosures, boxings, or other construction as required by the Project Manager for this purpose.

Section 21.02. Periodic Cleaning of Project.

The Contractor shall properly clean the work and the worksite as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the project and the working area.

Contractor, at his sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefor emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. Final Cleaning of Project.

Prior to final acceptance, the Contractor shall thoroughly clean the interior and exterior of the work, and the site and adjacent areas, including fixtures, equipment, floors and hardware, and shall remove all fingerprints, plaster spots, stains, paint spots, and accumulated dust and dirt. Such cleaning shall include all windows, window sills and ledges, horizontal projections, porch floors, steps, rails, sidewalks, carpets, and other surfaces where debris may have collected, and all plumbing fixtures and unpainted metal.

All temporary labels, tags, and coverings shall be removed. Surfaces that are waxed shall be polished.

Such final cleaning will not be accepted unless the project is in all respects ready to occupy without further cleaning by City forces.

ARTICLE 22. OCCUPANCY BY CITY.

Section 22.01. Use of Completed Work.

Whenever, in the opinion of the City, the work or any part thereof, is in a condition suitable for use, and the best interests of the City require such use, the City may take possession, connect to, and open for public or City use the work or any part thereof.

Section 22.02. Repairs or Renewal in the Work.

Prior to the date of final acceptance of the work by the City, all necessary repairs or renewals in the portion of the work occupied pursuant to Section 22.01 hereinabove, or part thereof, made necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted, shall be made at the expense of the Contractor.

Section 22.03. Effect of Occupancy.

The occupancy by the City of the work or any part thereof as contemplated in this article shall in no case be construed as constituting acceptance by the City of the work or any part thereof. Such use shall neither relieve Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the City of any of the terms and/or conditions of the Contract Documents.

Section 22.04. Coordination with Other Activities.

In the event that the building, or any portion of the site is occupied by the City during the work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the City.

The Contractor shall submit periodic schedules to the Project Manager proposing the times, areas, and types of work to be done within such areas. The Project Manager shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Project Manager's instruction.

In the event that the work produces conditions rendering uninhabitable the portions of the building, the site, or other areas occupied by the City, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the Project Manager may order the work ceased, or modifications to the schedule, and the Contractor shall comply.

Unless specified to the contrary in a change order, the Contractor shall be entitled to no time extension nor increase in the contract price by virtue of conflicts between the Contractor's work and the occupancy by the City of portions of the project, the site, or other areas, and resulting stop work orders issued pursuant to this section.

ARTICLE 23. PROGRESS PAYMENTS.

Section 23.01. Submission of Monthly Progress Payment Claims.

On or before the seventh (7th) day of each month, Contractor shall prepare and forward to the Project Manager a statement in writing, detailing the following work done during the preceding month:

A. The units of work completed during the preceding month, with reference to the progress schedule approved pursuant to Article 3, and the date of inspection and acceptance thereof.

B. The portion of the progress claim attributable to such units of work.

C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.

C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.

D. The value of such materials, with reference to the schedules of value provided pursuant to Article 3 hereof.

E. The date of inspection and acceptance by the City of any such materials.

Such claims shall be executed by the Contractor under penalty of perjury.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

The Project Manager shall verify all such progress payment claims and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the Project Manager to enable verification of a claim for a progress payment.

The Project Manager shall verify the claims for progress payments by use of the schedule of work and value of materials presented by the Contractor pursuant to Article 3 hereinabove.

Section 23.02. Payment; Withholds.

Upon approval of a claim for progress payment by the Project Manager, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

A. Up to ten percent (10%) of the value of the work done;

B. Up to ten percent (10%) of the value of the acceptable materials delivered to the site but not yet incorporated in the work.

On or before the thirtieth (30th) day of each month, the City shall pay to Contractor, while Contractor is carrying on the work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No such statement by the Contractor nor payment by the City shall be construed to be an acceptance by the City of any defective work or improper materials.

Section 23.03. Posting Securities in Lieu of Withholds.

Pursuant to Public Contracts Code section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Alternatively, at the request and expense of the Contractor, the security withheld shall be paid by City directly to the escrow agent, as provided in Section 22300.

Securities eligible for investment under this section shall include those authorized by Section 22300.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 23.04. Retaining Additional Amounts; Grounds.

In addition to the amounts which the City may withhold as provided in section 23.02, the City shall retain a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in the sole discretion of the City as may be necessary to protect the City in the event of the following:

1. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the project pursuant to the Contract Documents;
2. For defective work not remedied;
3. For failure of the Contractor to make proper payments to any of his subcontractors;
4. For the occurrence of reasonable doubt that the contract can be completed for the balance of payments then unpaid to the contractor, or the time remaining until the agreed completion date;
5. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any City representative authorized to have given such instruction;
6. For claims and/or penalties which state law assesses against the Contractor for violation of such law;

7. For any claim or penalty asserted against the City by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;

8. For any reason specified elsewhere in the Contract Documents as grounds for a retention.

In order to adequately protect the City, the Contractor agrees that the basic standard to determine the amount of retention pursuant to this section shall be one hundred twenty-five percent (125%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that City retains the authority to retain greater sums should such sums be necessary in the City's discretion to adequately protect it.

The City retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

Section 23.05. Disbursement of Withheld Amounts.

The City, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. The Contractor agrees and hereby designates the City as his agent for such purposes, and any payment so made by the City shall be considered as a payment made under this contract by the City to the Contractor. The City shall not be liable to Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The City shall render to the Contractor a proper accounting of any such funds disbursed on behalf of the Contractor.

Prior to applying such amounts as stated hereinabove, City shall afford Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The City then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. Correction of Statement and Withholding of Payment.

No inaccuracy or error in any statement provided by Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such work, or from any obligation imposed by the Contract Documents. The City shall retain the right subsequently to correct any error made in any previously issued claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to Contractor shall operate in any way to relieve Contractor from his obligations under this agreement. Contractor shall continue diligently to prosecute the work without reference to the payment, withhold, or retention of any progress payment. The payment, withhold, or retention of any progress payment shall not be grounds for an extension of time within which the Contractor is obligated to complete the contract.

ARTICLE 24. FINAL INSPECTION.

Section 24.01. Notice of Final Inspection.

When the work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Project Manager shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

Section 24.02. Punch List.

The Project Manager shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Project Manager.

The Project Manager is not authorized to amend the contract by use of the punch list; it is provided solely for the benefit of the contractor to enable him to determine what items must be corrected before final acceptance will be recommended by the Project Manager. The City reserves the right to require compliance with the contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the work still does not comply with the Contract Documents, the City reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any work not completed in accordance with the Contract Documents, but accepted by the City, without the issuance of further punch lists.

ARTICLE 25. ACCEPTANCE AND FINAL PAYMENT.

Section 25.01. Contractor's Request for Final Payment.

When he determines that the contract is complete and all items on the punch list have been satisfied, or he contends that such items are not required by the Contract Documents, the Contractor shall submit a request for final payment.

Section 25.02. Additional Submissions.

Simultaneously with the Contractor's request for final payment, the Contractor shall submit the following items to the City:

A. Contractor shall submit his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in detail in the declaration.

B. Contractor shall submit a complete and accurate set of as-built drawings prepared by the Contractor pursuant to section 4.06 hereof.

C. Contractor shall submit his guarantee pursuant to Article 26 hereof.

D. Contractor shall submit his warranty and maintenance bond, as provided in section 2.04 hereof, securing paid guarantee pursuant to Article 26 hereof.

E. Contractor shall submit proof acceptable to City of Proper release from all claims regarding patents and/or copyrights pursuant to section 6.09 hereof.

F. The contractor shall submit five (5) sets of description completely covering the operation and maintenance of the mechanical and electrical installation. The descriptions shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. Such description shall be divided logically into "systems" on the basis of operation without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

Section 25.03. Project Manager's Final Estimate and Final Payment.

Upon receipt of the submittals required by this article, the Project Manager shall prepare an estimate of the sum due to Contractor. Said estimate shall take into account the contract price, as adjusted by any change orders; amounts already paid; and sums to

be retained for incomplete work, liquidated damages, and for any other cause under the contract.

The Project Manager shall transmit the Final Estimate to the Contractor for approval. If both parties agree, the Project Manager, after verification of completion of work and receipt of a warranty bond, shall release the final payment less the retention amounts.

Acceptance by the Contractor of the final payment shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the Contract, and the payment so accepted by the Contractor thereupon shall become a complete settlement between the City and the Contractor.

Section 25.04. Intentionally Left Blank.

Section 25.05. Recordation of Notice of Completion and Acceptance of Contract.

Acceptance of the work by the Director of Public Services and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the work shall then be fully and satisfactorily completed and the provisions of the contract documents fully and satisfactorily performed in all respects. The City reserves all rights provided by law and/or the Contract Documents if the work is not fully satisfactory.

Section 25.06. Notice of Completion.

Within thirty-five (35) days after the recordation of the Notice of Completion, the City Clerk shall present proof of recordation of the Notice of Completion to the Project Manager.

Section 25.07. Retention Release.

Following receipt of said proof of recordation of the Notice of Completion from the City Clerk, the Project Manager shall issue the release of retention pursuant to the final engineer's estimate, less retentions due to stop notices as provided in section 25.08 below.

Section 25.08. Retentions for Stop Notices.

The City may, in its sole discretion, and at any time, retain out of any money due the Contractor any unpaid claims alleged in stop notices filed pursuant to Civil Code section 9000 et seq.

The City retains all remedies it may have in the event of a stop notice dispute, including the right to proceed with the stop notice procedure set forth in the Civil Code or to seek immediate judicial relief through the stop notice procedure or any other applicable judicial procedure.

The basic standard to determine a sufficient retention in the event of a stop notice shall be one hundred twenty-five percent (125%) of the total of all stop notices timely filed; provided, however, the City retains the right to retain different or greater sums should such retention become necessary in its discretion.

Section 25.09. Non-Waiver.

Neither acceptance of nor payment for the work or any part thereof, nor any extension of time, nor any possession taken by City shall operate as a waiver of any of the provisions of this contract, nor shall a waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this agreement.

ARTICLE 26. GUARANTEES.

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

The _____ hereby unconditionally guarantees that work performed pursuant to Lost Avenue Road Reconstruction has been done in accordance with the requirements of the contract therefor and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the

requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Rocklin, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Rocklin, of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Rocklin to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Rocklin, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Rocklin's rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Rocklin's rights on such contract.

CONTRACTOR'S SIGNATURE

(Corporate Seal)

ARTICLE 27. CITY'S RIGHT TO TERMINATE CONTRACT.

Section 27.01. Termination for Cause.

The City may terminate the contract, pursuant to the provisions of this article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor.

B. If the Contractor or any of his subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the progress schedule approved by the City; except in cases for which extensions of time previously have been authorized.

C. If the Contractor or any of his subcontractors should fail to make prompt payment to subcontractors or materialmen for material or for labor.

D. If the Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the City.

E. For failure by the Contractor to provide and keep in full force and effect all insurance required by Article 2 hereof, and to cause all subcontractors to so comply.

Section 27.02. Termination for Cause – Procedure.

Upon the certification of the Project Manager that sufficient cause exists to justify the termination, the City Council may, without prejudice to any other right or remedy of the City, give written notice to Contractor and his surety or sureties of its intention to terminate the contract.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the contract shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the contract, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the City for any excess costs occasioned by the City thereby. In such event, the City may, without liability, take possession of and utilize in completing the work, such material as may be on the site of the work and necessary therefor. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. Reconstruction in the Event of Loss.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this agreement, at any time prior to the final completion of the contract and the final acceptance thereof by the City, the Contractor promptly shall reconstruct, repair, replace, or restore, all work or materials so destroyed at no cost to the City.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Government Code section 4151(b).

Section 27.04. Option in Event of a Loss.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the City shall have the option, at its sole discretion, to terminate this contract.

Section 27.05. Provisions for Termination of Contract.

This contract is subject to termination as provided by sections 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

Section 27.06. Termination for Convenience.

City may terminate this Contract at any time at its convenience by giving notice in writing to Contractor, which notice shall state that it is a notice of termination for the convenience of City and shall specify the effective date of termination. Contractor shall promptly submit its termination claim to City. The parties shall negotiate a just and equitable termination settlement to be paid Contractor, which shall be based on actual costs and expenses accrued to the express date of termination plus a reasonable termination fee in an amount not to exceed ten percent (10%) of such costs and expenses. Amounts previously paid to Contractor shall be credited against any amounts determined to be due to Contractor pursuant to this section. Upon receipt of the notice of termination, Contractor shall immediately cancel its outstanding orders for procurement of materials, supplies and other miscellaneous goods.

ARTICLE 28. ADDITIONAL PROVISIONS.

Section 28.01. Conflict of Interest.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the project, or any land acquisition in connection with the project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise an executive, supervisory, or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 28.02. Notices.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner: If the notice is given to the Project Manager, it must be personally served at his offices, or by depositing the same in the United States mails in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown in the instructions to the bidders.

To be effective, a copy of such notice shall also be served or mailed to the Project Manager at the address shown in the instructions to bidders.

If the notice is given to Contractor, it must be by personal delivery thereof to Contractor or to Contractor's superintendent at the site of the work, or by depositing the same in the United States mails, in a sealed envelope, addressed to the Contractor at the place designated in the bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the City. Copies of all such notices shall be delivered to Contractor.

Section 28.03. No Verbal Agreements.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such

verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 28.04. Examination of Proposed Project Location and Contract Documents.

Contractor certifies and agrees that prior to bidding, he carefully examined the location of the project, that he carefully reviewed the Contract Documents, and that he is fully aware of all the work called for by the Contract Documents, the nature of the site, and the requirements of all specifications including these general conditions.

Section 28.05. Notice of Potential Claims; Appeal of the Determination of Claim.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the City or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless the Contractor shall have given the City written notice of the potential claim as specified herein.

The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the City prior to the time that the Contractor shall have performed the work giving rise to the potential claim, if based on an act or failure to act by the City, or in all other cases within fifteen (15) days after the happening of the event, thing, or occurrence giving rise to the potential claim, or following service of the Project Manager's statement of final inspection. The Director of Public Services shall review the claim and all supporting information and documentation and render a decision in writing, setting forth the reasons and findings for the decision, to accept, accept in part, or deny the claim, within fifteen (15) days after receipt of the notice of claim.

It is the intention of this section that differences between the parties arising as a result of performance of the contract shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence, for which no written notice of claim was filed as required by this section.

This section shall not supersede, but shall be superseded by, any provisions of these Contract Documents which specifically set forth the procedure for the Contractor to give notices of claims to the City in any particular case.

If the Contractor contests the decision of the Director of Public Services, the Contractor may appeal the decision to the City Manager. The contractor shall file the appeal with the City Clerk within seven (7) calendar days following receipt of the decision of the Director of Public Services. The appeal shall include a statement setting forth in detail all grounds alleged by the Contractor supporting their appeal of the Director's decision. Failure to file the appeal in a timely manner shall constitute a waiver and acceptance by the Contractor of the decision on the claim by the Director of Public Services. The decision of the City Manager on the claim shall be final.

Section 28.06. Public Contract Code Section 9204.

Public Contract Code section 9204 requires that contracts entered into on or after January 1, 2017, there is a claim resolution process applicable to any claim by a contractor in connection with a public works project. The section defines a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

The City is required, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The 45-day period may be extended by mutual agreement. Any payment due on an undisputed portion of the claim is to be processed within 60 days, as specified. The City may deem the claim rejected in its entirety if the public entity fails to issue the written statement.

If the claimant disputes the City's written response or if the City fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. Any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. According to the statute, unpaid claim amounts accrue interest at 7% per annum. The statute sets forth a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

A waiver of these rights is void and contrary to public policy, except as specified. The statute does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

The above language is a summary only; the entire text of section 9204 is set forth below.

Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is

denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Section 28.07. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

Section 28.08. Contractor Not Agent, Nor Employee.

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the City of Rocklin for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the City of Rocklin.

Bid Schedule Detail

Lost Avenue Frontage Improvements

(Plans Dated 2017-2-10)

The following descriptions of bid items are provided to further describe several items contained in the Bid Proposal. It is not the intention of this summary to limit each item only to those specific 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 items of work.

BID ITEMS

Bid Item 1: TRAFFIC CONTROL

Traffic Control shall conform to Section 12 of the Caltrans Standard Specifications, these Special Provisions and the City of Rocklin Standard Specifications.

All Traffic Control Devices shall conform to the latest edition of the California Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD)**, Part 6, "Temporary Traffic Control".

Contractor shall submit a traffic control plan for approval from the City prior to start of construction.

All residences adjacent to the work shall remain accessible during construction, as directed by the Engineer.

Notification

Contractor shall notify all residents and/or businesses that will have access restricted 48 hours prior to the closure via approved notifications. The notification shall be hung on the front door handle of each residence or business. The cost associated with the notification requirements shall be considered as included in the prices paid for Bid Item 1: Traffic Control."

Contractor's attention is directed to Section 12-3 "Temporary Traffic Control Devices," of Caltrans Standard Specifications.

The contract lump sum price paid for Traffic Control shall include all traffic control related items, all labor, materials, tools, equipment, incidentals, and for doing all the work, including temporary pavement transitions, flagging, advanced signing, including construction area signs, detour signing, notification to residents as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 2: CLEAR & GRUB

Clearing and grubbing shall comply with Section SS-2 of the City of Rocklin Construction Specifications, and shall apply to areas cleared and grubbed only within the excavation limits.

Miscellaneous facilities shown on the plans to be removed and not covered by a separate pay item shall be considered included under Clearing and Grubbing.

The contract lump sum price paid for Clear & Grub shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation, off haul and disposal of removed material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Trees, including associated tree stumps and root balls, where shown on the plans to be removed, shall be removed either by excavation or grinding such that no root stem larger than 2" in diameter remains. Holes created by the removal of the tree stump shall be filled with native material in conformance with the provisions in "Earthwork" of the Caltrans Standard Specifications. Where tree stumps are removed by grinding, wood debris shall be removed and the resulting hole filled in conformance with the provisions in "Earthwork" of the Caltrans Standard Specifications.

Trees, tree stumps, and root balls removed shall be disposed of outside the highway right of way in conformance with the provisions in Section SS-13 of the City of Rocklin Construction Specifications.

Full compensation for removing and disposing of trees shall be considered as included in the contract lump sum price paid for Clear and Grub, and no separate payment will be made therefore.

Bid Item 3: RELOCATE ROADSIDE SIGN

Existing roadside signs shall be removed and relocated to the new locations as directed on the plans and in conformance with Section SS 2-03 of the City of Rocklin Construction Specifications and these special provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

The contract unit price per each paid for Relocate Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 4: RELOCATE MAILBOX

Existing mailbox shall be removed and relocated behind proposed curb as directed on the plans and in conformance with Section SS 2-04 of the City of Rocklin Construction Specifications.

The contract unit price per each paid for Relocate Mailbox shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 5: RELOCATE GRANITE POST

Existing granite post shall be removed and relocated to the new location behind the Right-of-Way as directed on the plans and in conformance with Section SS2 of the City of Rocklin Construction Specifications and these

special provisions. Each granite post shall be installed at the new location on the same day that the granite post is removed from its original location.

The contract unit price per each paid for Relocate Granite Post shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 6: REMOVE/REPLACE BARB WIRE FENCING

Existing barb wire fence shall be removed and replaced as shown on the plans and as specified in Section 80 "Fences," of the Caltrans Standard Specifications.

The contract unit price per linear foot paid for Remove/Replace Barb Wire Fencing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 7: SAWCUT PAVEMENT/DRIVEWAY & CURB/GUTTER/SIDEWALK

Where shown on the plans to be sawcut, existing AC pavement surfacing shall be cut to a neat line with a power-driven saw to a minimum depth of 2-inches before removing the surfacing. Sawcut of PCC curb/gutter/sidewalk shall be cut to sufficient depth necessary to avoid damage to remaining concrete.

The contract price paid per linear foot for Sawcut Pavement/Driveway & Curb/Gutter/Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in sawcutting as shown on the plans, as specified in the standard specifications and as directed by the engineer.

Bid Item 8: OBLITERATE ASPHALT CONCRETE PAVEMENT (final pay item)

Existing asphalt concrete pavement, where shown on the plans to be obliterated, shall be obliterated and shall be used as engineered fill according to the geotechnical report.

The contract unit price per square foot paid for Obliterate Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation, placement, and compaction of obliterated material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for protecting existing hardscape, landscaping and irrigation facilities to remain, shall be considered as included in the contract unit price paid for Obliterate Asphalt Concrete Pavement and no separate payment will be made therefore.

Bid Item 9: REMOVE CURB, GUTTER, SIDEWALK, DRIVEWAY & OTHER (final pay item)

Existing curb, gutter, sidewalk, driveway, and other miscellaneous items, where shown on the plans to be removed, shall be removed and shall be disposed of outside the right of way in conformance with the

provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications (1992).

The contract unit price per square foot paid for Remove Curb, Gutter, Sidewalk, Driveway, and other, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation, off haul and disposal of removed material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for protecting existing hardscape, landscaping and irrigation facilities to remain, shall be considered as included in the contract unit price paid for Remove Curb, Gutter, Sidewalk, Driveway, and Other, and no separate payment will be made therefore.

Bid Item 10: ADJUST MANHOLE TO GRADE

The Contractor shall adjust manholes to grade or elevation as indicated on the plans. Adjustment may be made by utilization of precast grade rings or by a cast-in-place ring, in accordance with Section SS 63-11 of the City of Rocklin Construction Specifications.

Frames and covers of existing manholes, junction structures, or other facilities shall also be in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Caltrans Standard Specifications (1992 ed).

The contract unit price per each paid for Adjust Manhole To Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, regardless of the amount of adjustment required, including all necessary excavation, concrete, precast items, flat top covers, cast iron frames and cover (bolt-on type where specified), concrete reinforcing backfill, restoration of street surfaces, and all other labor; equipment and material necessary, including testing per City of Rocklin Construction Specification SS63-12 if required by the engineer, for completion of the structure in accordance with the drawings and the specifications. When adjusting an existing manhole to grade and the total depth of the throat from the top of the frame to the bottom of the throat exceeds 16 inches, the upper section of the manhole shall be removed to the first full size manhole section. The upper portion shall be reconstructed as set forth in Section SS-63 of the City of Rocklin Construction Specifications.

Bid Item 11: RELOCATE SEWER CLEANOUT

Existing sewer cleanout and service shall be removed and relocated to the new location shown on the plans. All work shall comply with the latest South Placer Municipal Utility District Standard Specifications.

The contract unit price per each paid for Relocate Sewer Cleanout shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 12: ROADWAY EXCAVATION & ROADWAY EMBANKMENT

Roadway Excavation & Roadway Embankment shall comply with the requirements set forth in Section SS-3 of the City of Rocklin Construction Specifications. Excess material removed from the roadway shall be disposed

of outside the right of way in conformance with the provisions in Section SS-13 "Surplus Material Disposal" of the City of Rocklin Standard Specifications.

The contract lump sum price paid for Roadway Excavation & Roadway Embankment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for completing the excavation and roadway embankment, complete in place, including import of fill material and/or disposing of any excess material offsite, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for subgrade preparation and for furnishing all water necessary for the compaction of the subgrade shall be considered as included in the contract lump sum price paid for Roadway Excavation & Roadway Embankment and no separate payment will be made therefore.

Subgrade Preparation

The requirements for subgrade preparation shall be as set forth in Section 19-5, "Compaction", and Section 19-6, "Embankment Construction", of the Caltrans Standard Specifications and in accordance with the following provisions:

- A. Relative compaction of not less than 95 percent shall be obtained for minimum depth of 0.5 foot below the subgrade grading plane.
- B. The subgrade grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

Unsuitable Roadway Excavation and Backfill

Any unsuitable material encountered at subgrade shall be brought to the attention of, and removed at the direction of, the Engineer, and the additional excavation greater than that required for preparation of original subgrade shall be paid for as extra work if no item for "unsuitable material excavation" appears in the proposal.

The Contractor shall use extra care in excavating unsuitable material so as not to aggravate the condition. If, in the opinion of the Engineer, the Contractor's methods for excavating are increasing the amount of unsuitable material required to be excavated, the Engineer will require the Contractor to take the necessary steps to correct the condition.

Backfill to replace the unsuitable material removed as roadway excavation shall be placed and compacted to subgrade as specified herein. Suitable backfill material shall be one of the following:

- A. Pit run materials as specified in Section SS-14 of The City of Rocklin Standard Specifications.
- B. Roadway excavation material approved by the Engineer.
- C. Imported borrow as specified in Section SS-7 of The City of Rocklin Standard Specifications.
- D. Aggregate subbase or aggregate base as specified in Sections SS-20 & SS-21 of The City of Rocklin Standard Specifications.
- E. Any combination of "A", "B", "C" and "D".

The selection of the proper backfill shall be at the discretion of the Engineer. Backfill, when made with material excavated from the job site, will be paid for at the same contract unit price paid for roadway excavation. The pay quantity will be the same as that computed for unsuitable material excavated as roadway

excavation as specified herein. Backfill, when made with material other than that excavated from the job site, will be paid for as extra work.

Relative Compaction

Whenever relative compaction specified in the City of Rocklin Standard Specifications or these special provisions, the relative compaction will be determined by Test Method No. California 231 or the latest State test method.

Surplus Material Disposal

The Contractor's attention is directed to Section SS-13 "Surplus Material Disposal" of the City of Rocklin Standard Specifications for disposal of excess excavation materials outside of easements or right of way. No separate payment will be made for disposal of surplus material and all compensation therefore is to be included in other earthwork items.

Bid Item 13: ROCK EXCAVATION

Rock is visibly present at the project site, and shall be removed as required according to the lines and grades shown on the plans. Blasting will not be allowed. Rock material removed shall be disposed of outside the right of way in conformance with the provisions in Section SS-13 "Surplus Material Disposal" of the City of Rocklin Standard Specifications.

Rock excavation will be measured by the cubic yard of actual rock removed necessary to accommodate the improvements as shown on the plans, based upon the judgment of the Engineer. Additional rock removed will not be measured nor paid for.

The contract unit price paid per cubic yard for rock excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for completing the excavation, complete in place, disposing material offsite, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 14: AC PAVING (8"AC)

The Contractor shall bid a price per square foot for AC Paving (8"AC), which shall include construction of the entire Asphalt Concrete structural section. The materials and methods of placing shall conform to Sections SS-22 of the City of Rocklin Construction Specifications and to the provisions in Section 39 of the Caltrans Standard Specifications and these special provisions.

The unit price paid per square foot for AC Paving (8"AC) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work in constructing AC Paving, complete in place as shown on the plans as specified in these special provisions and as directed by the Engineer.

HOT MIX ASPHALT (AC)

Material & Placement

The hot mix asphalt concrete and the method of placing shall conform to Sections 39 and 92 of the Caltrans Standard Specifications, except as herein modified. Liquid asphalt grade PG64-16 shall be used in mix design.

HMA may be placed when the atmospheric temperature is lower than **50° F** (but not less than **40° F**) providing the asphalt concrete is placed directly into the asphalt paver hopper from the truck. The Contractor's attention is specifically directed to finish surface requirements under Section 39-6.03 of the Caltrans Standard Specifications (1992).

Miscellaneous Areas

The contract unit price shall include full compensation for placing overlay areas and other incidental areas as indicated in the plans and specifications and as directed by the Engineer.

Paving & Rolling

Prior written approval of the Engineer is required before the Contractor may place asphalt concrete without the use of a paving machine. On subdivisions, when the hourly production rate is less than 125 tons per hour, one tandem roller will be required as set forth in Section 39-5.02 of the Caltrans Standard Specifications (1992). On subdivisions, when the hourly production rate is greater than 125 tons per hour, two rollers will be required. When pickup machine or front end loader is used on the paving machine, the Engineer may require the use of an additional 12 ton steel tired roller at the paving site. In lieu of the additional roller, the Contractor may furnish a water truck on stand-by for filling the rollers. After compaction, the asphalt concrete shall have a density of not less than 95 percent of the maximum theoretical unit weight, as determined in the laboratory by Test Method No. Calif. 304.

Leveling Course

In advance of spreading asphalt concrete over existing pavement, the Engineer may order, in writing, a surface course mixture spread to level irregularities, dips, depressions, sags, and excessive crown and to provide a smooth base of uniform grade and cross section in order that the surface course and/or subsequent layers of surfacing will be of uniform thickness and true to grade and cross section. The spreading shall be done with blading equipment acceptable to the Engineer and such manner as directed by the Engineer. Asphalt concrete so spread by blade method shall be compacted as provided herein. No additional compensation will be allowed for spreading asphalt concrete as herein specified, and full compensation for all work incidental to such operations will be considered as included in the contract prices paid for asphalt concrete.

Paving Aggregate

Aggregate for asphalt concrete shall be 1/2 inch maximum – Type B for final lift. All other lifts shall be 3/4 inch maximum – Type B. The Engineer may require a lesser sized aggregate where special conditions exist.

Existing Pavement

Cut lines made on the existing pavement, both longitudinally and transversely, for the placing of new structural section, shall be straight and smooth. Edges shall be clean and free of dirt and dust prior to placing tack coat. Asphaltic emulsion shall be used as a tack coat or paint binder on existing pavement that is to receive an asphalt concrete overlay and also along the exposed edges of abutting pavement and concrete curbs and gutters. Its use may also be required between subsequent layers of asphalt concrete placed by the Contractor when ordered by the Engineer. Asphalt emulsion shall conform to Section SS-26 of the City of Rocklin Standard Specifications. If no item is included in the Proposal for asphaltic emulsion, the payment shall be included in the price bid for asphalt concrete.

Bid Item 15: ASPHALT CONCRETE DRIVEWAY CONFORM (3"AC/6"AB)

The Contractor shall bid a price per square foot for Asphalt Concrete Driveway Conform (3"AC/6"AB), which shall include construction of the entire Asphalt Concrete and Aggregate Base structural section. The materials and methods of placing shall conform to Sections SS-21 and SS-22 of the City of Rocklin Construction Specifications and to the provisions in Sections 26 and 39 of the Caltrans Standard Specifications and these special provisions.

The unit price paid per square foot for Asphalt Concrete Driveway Conform (3"AC/6"AB) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including placing and compacting aggregate base material and for doing all work in constructing driveway conform, complete in place as shown on the plans as specified in these special provisions and as directed by the Engineer.

AGGREGATE BASE (AB)

Aggregate base shall comply with Section SS-21 of the City of Rocklin Standard Specifications.

HOT MIX ASPHALT (AC)

Material & Placement

The hot mix asphalt concrete and the method of placing shall conform to Sections 39 and 92 of the Caltrans Standard Specifications, except as herein modified. Liquid asphalt grade PG64-16 shall be used in mix design. HMA may be placed when the atmospheric temperature is lower than 50° F (but not less than 40° F) providing the asphalt concrete is placed directly into the asphalt paver hopper from the truck. The Contractor's attention is specifically directed to finish surface requirements under Section 39-6.03 of the Caltrans Standard Specifications (1992).

Paving Aggregate

Aggregate for asphalt concrete shall be 1/2 inch maximum – Type B. The Engineer may require a lesser sized aggregate where special conditions exist.

Bid Item 16: PORTLAND CEMENT CONCRETE (DRIVEWAY CONFORM)

The Contractor shall bid a price per square foot for Portland Cement Concrete Driveway Conform. The materials and methods of placing shall conform to Section SS-37 of the City of Rocklin Construction Specifications and to the provisions in Section 90, "Concrete" of the Caltrans Standard Specifications and these special provisions.

The unit price paid per square foot for Portland Cement Concrete Driveway Conform shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including placing and compacting aggregate base material and for doing all work in constructing Portland Cement Concrete Driveway Conform, complete in place as shown on the plans as specified in these special provisions and as directed by the Engineer.

Aggregate base shall comply with Section SS-21 of the City of Rocklin Standard Specifications.

Bid Items 17 & 18: PORTLAND CEMENT CONCRETE [TYPE 1 & 2 CURB AND GUTTER]

The Contractor shall bid a price per linear foot for each of these various bid items. The materials and methods of placing shall conform to Sections SS-34 and SS-35 of the City of Rocklin Construction Specifications and to the provisions in Section 90, "Portland Cement Concrete, of the Caltrans Standard Specifications and these special provisions.

The unit prices paid per linear foot for the various Portland cement curb and gutter bid items shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including placing and compacting aggregate base material and for doing all work in constructing Portland cement curb and gutter, complete in place as shown on the plans as specified in these special provisions and as directed by the Engineer.

Aggregate base shall comply with Section SS-21 of the City of Rocklin Construction Specifications.

Bid Items 19: PORTLAND CEMENT CONCRETE (SIDEWALK)

The Contractor shall bid a price per square foot for Portland Cement Concrete Sidewalk. The materials and methods of placing shall conform to Section SS-37 of the City of Rocklin Construction Specifications and to the provisions in Section 90, "Concrete" of the Caltrans Standard Specifications and these special provisions.

The unit price paid per square foot for Portland Cement Concrete Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including placing and compacting aggregate base material and for doing all work in constructing Portland Cement Concrete Sidewalk, complete in place as shown on the plans as specified in these special provisions and as directed by the Engineer.

Aggregate base shall comply with Section SS-21 of the City of Rocklin Standard Specifications.

Bid Item 20: THERMOPLASTIC STRIPING & MARKINGS

Thermoplastic traffic stripes and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications and these special provisions.

The contract lump sum price paid for Thermoplastic Striping & Markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placing and setting thermoplastic traffic stripes and markings, as shown on the plans, as specified in the Caltrans Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 21: ROADSIDE SIGN

Roadside Sign shall be manufactured and installed in conformance with the provisions in Section 82, "Signs and Markers," of the Caltrans Standard Specifications and these special provisions.

The contract unit price per each paid for Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in roadside signs, complete in

place, as shown on the plans, as specified in the Caltrans Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 22: DROP INLET (TYPE "B")

Drop inlets shall conform to Section SS-66 of the City of Rocklin Construction Specifications and these special provisions.

The contract unit price paid per each for Drop Inlet (Type "B") shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the Drop Inlet, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Existing Storm Drain Drop Inlets where shown on the plans to be removed shall be removed and disposed of outside the right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications (1992 ed.).

Full compensation for removal and disposal of existing Storm Drain Drop Inlets shall be considered as included in the contract unit price paid for each Drop Inlet and no separate payment will be made therefore.

Bid Item 23: SADDLE DROP INLET (TYPE "B")

Saddle drop inlets shall conform to Section SS-66 of the City of Rocklin Construction Specifications and these special provisions.

The contract unit price paid per each for Saddle Drop Inlet (Type "B") shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the Saddle Drop Inlet, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 24: DRAINBOX

Drainbox shall be Christy Model v12, or engineer approved equivalent, and shall be installed per the manufactures recommendations and as directed by the engineer.

The contract unit price paid per each for Christy v12 Drainbox shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the drainbox, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 25: 8" STORM DRAIN PIPE (HDPE)

8" Storm Drain Pipe shall be High-density polyethylene and shall conform to Sections SS-47 and SS-62 of the City of Rocklin Construction Specifications and these special provisions.

The contract unit price paid per linear foot for 8" Storm Drain Pipe (HDPE) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the storm drain pipe, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 26: 18" STORM DRAIN PIPE (DIP)

18" Storm Drain Pipe shall be Ductile Iron Pipe and shall conform to Sections SS-55 and SS-62 of the City of Rocklin Construction Specifications and these special provisions.

The contract unit price paid per linear foot for 18" Storm Drain Pipe (DIP) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the storm drain pipe, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Existing Storm Drain Pipe where shown on the plans to be removed shall be removed and disposed of outside the right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications (1992 ed.)

Full compensation for removal and disposal of existing Storm Drain shall be considered as included in the contract unit price paid for 18" Storm Drain Pipe and no separate payment will be made therefore.

Bid Item 27: 42"x29" CSP STORM DRAIN PIPE (0.064")

42"x29" Storm Drain Pipe shall be Corrugated Steel Pipe and shall conform to Sections SS-52 and SS-62 of the City of Rocklin Construction Specifications and these special provisions.

The contract unit price paid per linear foot for 42"x29" CSP Storm Drain Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the storm drain pipe, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 28: CURB UNDERDRAIN

Underdrain shall conform to Section 68-2 "Underdrains" and these special provisions.

The contract unit price paid per linear foot for Underdrain shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the Underdrain, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Items 29 & 30: ROCK SLOPE PROTECTION

Rock Slope Protection and rock slope protection fabric shall be constructed as shown on the plans, in conformance with Section 72 of the Caltrans Standard Specifications, and these special provisions.

The contract unit price per ton paid for Rock Slope Protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the Rock Slope Protection, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 31: EROSION CONTROL

Erosion Control shall conform to Section 21 of the Caltrans Standard Specifications and these special provisions.

The contract lump sum price paid for Erosion Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing this item of work, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 32: CONSTRUCTION STAKING

Contractor shall provide all necessary construction staking for this project.

The contract lump sum price paid for Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to provide all necessary construction staking for the project.

Bid Item 33: ABANDON/REMOVE EXISTING 6" SEWER MAINLINE

Abandon/Remove Existing 6" Sewer Mainline shall include removal and backfill, and shall conform to the latest South Placer Municipal Utility District Standard Specifications and these special provisions.

The contract unit price paid per linear foot for Abandon/Remove Existing 6" Sewer Mainline shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing the sewer pipe, and backfilling the trench complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 34: SEWER BYPASS OPERATIONS

Contractor shall provide all necessary sewer bypass operations involved with sewer replacement as specified on the plans and the South Placer Municipal Utility District Standard Specifications.

The contract unit price paid per lump sum for Sewer Bypass Operations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in the operations, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 35: 6" SEWER MAINLINE

6" Sewer Mainline shall be Ductile Iron Pipe (431) and shall conform to the latest South Placer Municipal Utility District Standard Specifications and these special provisions.

The contract unit price paid per linear foot for 6" Sewer Mainline shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the sewer pipe, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Contractor shall perform all cleaning, testing & T.V. inspection of the sanitary sewer system as shown and specified on the plans and the South Placer Municipal Utility District Standard Specifications.

Full compensation for providing cleaning, testing & T.V. inspection shall be considered as included in the contract unit prices paid for the various sewer items of work and no separate payment will be made therefore.

Bid Item 36: ROCK EXCAVATION (SEWER TRENCH)

Rock is visibly present at the project site, and shall be removed as required according to the lines and grades shown on the plans for sewer trench. Blasting will not be allowed. Rock material removed shall be disposed of outside the right of way in conformance with the provisions in Section SS-13 "Surplus Material Disposal" of the City of Rocklin Standard Specifications.

Rock excavation will be measured by the cubic yard of actual rock removed necessary to accommodate the sewer improvements as shown on the plans, based upon the judgment of the Engineer. Additional rock removed will not be measured nor paid for.

The contract unit price paid per cubic yard for rock excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for completing the excavation, complete in place, disposing material offsite, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 37: 48" SEWER MANHOLE

48" Sewer Manhole shall conform to the latest South Placer Municipal Utility District Standard Specifications.

The contract unit price paid per each for 48" Sewer Manhole shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the sewer manholes, including all necessary excavation, concrete, precast items, flat top covers, cast iron frames and cover (bolt-on type where specified), concrete reinforcing backfill, restoration of street surfaces, and all other labor, equipment and material necessary, including testing per the latest South Placer Municipal Utility District Standard Specifications, for completion of the structure in accordance with the drawings and the specifications.

Bid Item 38: CONNECT TO EXISTING SEWER MANHOLE

Connect to Existing Sewer Manhole shall be as directed on the plans and in conformance with the latest South Placer Municipal Utility District Standard Specifications.

The contract unit price paid per each for Connect to Existing Sewer Manhole shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in connecting to the existing sewer manhole, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 39: EXTEND SEWER SERVICE

Extending sewer service to main shall be as directed on the plans and in conformance with the latest South Placer Municipal Utility District Standard Specifications.

The contract unit price paid per each for Extend Sewer Service shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in extending sewer service to main, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 40: SEWER/STORM DRAIN CROSSING SADDLE STRUCTURE

Sewer/Storm Drain Crossing Saddle Structure shall be constructed as directed on the plans and conform to the latest South Placer Municipal Utility District Standard Specifications. Controlled Low Strength Material (CLSM) shall comply with the following:

MATERIALS

CLSM Mix: A mixture of Portland cement, fly ash, aggregate, water, and admixtures that produce a material of controlled density and of low compressive strength capable of filling all spaces between the pipe, the bedding, and the trench walls.

- A. Cement: Conforming to ASTM C150, Type II or III with total alkali content not more than 0.8 percent.
- B. Water: Clean, potable water containing less than 500 ppm of chlorides.
- C. Fly Ash
 - 1. Mix Designs used for pipe bedding and backfill: Class C in conformance with ASTM C618.
 - 2. Mix Designs used for backfill of excavations: Class F in conformance with ASTM C618.
- D. Aggregate Materials
 - 1. Densely graded rock conforming to the following gradation:

Sieve Size	Percentage Passing
1"	100
No. 8	50-100
No. 200	0-5

DESIGN REQUIREMENTS

- A. Minimum Cement Content: 50 pounds per cubic yard.
- B. Use fly ash to improve flow-ability of the fresh CLSM and to regulate the strength. Do not use more than 300 pounds per cubic yard.
- C. Unit Weight Requirements
 - 1. Density of CLSM when used as backfill of excavations: Between 100 pounds per cubic foot and 130 pounds per cubic foot in the as-placed condition as determined by ASTM D6023.
- D. Compressive Strength Requirements
 - 1. Mix designs used for pipe bedding and backfill: Compressive strength at 28 days between 50 psi and 100 psi as determined in accordance with ASTM D4832.

CONSISTENCY AND MIXING

- A. Consistency: Similar to that of a thick liquid so that it flows readily and fills spaces and voids around pipes and structures.
- B. Slump: Between 6 inches and 8 inches when tested in accordance with ASTM C143.
- C. Uniform consistency and appearance.

PLACEMENT

- A. Thoroughly settle and consolidate CLSM as the material is placed in excavations. Fill the entire depth of the layer that is being consolidated, into a dense, homogeneous mass, filling all spaces and voids and bringing only a slight excess of water to the exposed surface. Place and consolidate CLSM by means that will not cause segregation of the mix.
- B. Do not place CLSM under the following conditions:
 - 1. When the air temperature is below 40 degrees Fahrenheit.
 - 2. When the excavation contains water or when the bottom or walls of the excavation are frozen or contain frozen material.
- C. Prevent flotation of pipes by placing CLSM in two or more lifts, with each lift reaching an initial set before the succeeding lift is placed. Correct any flotation and displacement of pipelines.
- D. Protect CLSM from equipment, traffic, and backfilling operations for 24 hours after placement or until the surface has achieved an initial set and has hardened enough to develop a minimum penetration number of 650 when tested in accordance with ASTM C403.

The contract unit price paid per each for Sewer/Storm Drain Crossing Saddle Structure shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the saddle structure, including all necessary excavation, concrete, precast items, , CLSM backfill, restoration of street surfaces, and all other labor, equipment and material necessary, for completion of the structure in accordance with the drawings and the specifications.

Bid Item 41: ADJUST WATER VALVE BOX FRAME & COVER TO GRADE

Existing water valve boxes shall be adjusted to grade in conformance with the latest Placer County Water Agency Standard Specifications and with the provisions in Section 15-2.05, "Reconstruction," of the Caltrans Standard Specifications (1992).

The contract unit price per each paid for Adjust Water Valve Box Frame & Cover To Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, including excavation, backfill, restoration of street surfaces, testing involved in adjusting the existing water valves, valve boxes, meters and meter boxes to grade complete in place, as shown on the plans, as specified in the Caltrans Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 42: REMOVE & REPLACE WATER METER & SERVICE

Existing water meter and service shall be removed and replaced in full at the new location shown on the plans. The new service shall include everything detailed in S201, including tapping saddle, service line, corp stop, meter box, connection to existing private line. Where service is being relocated, contractor shall remove service saddle and repair main with full circle repair band. All work shall comply with the latest Placer County Water Agency Standard Specifications.

The contract unit price per each paid for Remove & Replace Water Meter & Service shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work,

including excavation and backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 43: 6" WATER PIPE

6" Water Pipe shall be Ductile Iron (CL 350) and shall be installed as directed on the plans and in conformance with the latest Placer County Water Agency Standards and Specifications.

The contract unit price paid per linear foot for 6" Water Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the water pipe, including restrained joints, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Existing 6" Water Pipe where shown on the plans to be removed shall be removed and disposed of outside the right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications (1992 ed.), shall be performed in conformance with the latest Placer County Water Agency Standards and Specifications, and shall include obtaining all necessary permits, licenses, and environmental clearances.

Full compensation for removal and disposal of existing water pipe shall be considered as included in the contract unit price paid for 6" Water Pipe and no separate payment will be made therefore.

Fittings shall conform to the latest Placer County Water Agency Standards and Specifications.

Full compensation for installing water fittings shall be considered as included in the contract unit price paid for 6" Water Pipe and no separate payment will be made therefore.

Bid Item 44: ROCK EXCAVATION (WATER TRENCH)

Rock is visibly present at the project site, and shall be removed as required according to the lines and grades shown on the plans for water trench. Blasting will not be allowed. Rock material removed shall be disposed of outside the right of way in conformance with the provisions in Section SS-13 "Surplus Material Disposal" of the City of Rocklin Standard Specifications.

Rock excavation will be measured by the cubic yard of actual rock removed necessary to accommodate the water improvements as shown on the plans, based upon the judgment of the Engineer. Additional rock removed will not be measured nor paid for.

The contract unit price paid per cubic yard for rock excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for completing the excavation, complete in place, disposing material offsite, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 45: CONNECT TO EXISTING WATER MAIN

Connect to Existing Water Main shall be in conformance with the details shown on the plans and the latest Placer County Water Agency Standards and Specifications.

The contract unit price paid per each for Connect to Existing Water Main shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in connecting to the existing water main and constructing thrust wall, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Contractor shall perform hydrostatic testing, disinfection/chlorination and flushing, and continuity testing of the new water system in conformance with the latest edition of the Placer County Water Agency Standard Specifications.

Full compensation for performing testing, disinfection/chlorination & flushing, shall be considered as included in the contact unit price paid for connect to existing water main and no separate payment will be made therefore.

Bid Item 46: 6" GATE VALVES

6" Gate Valves shall be installed as directed on the plans and in conformance with the latest Placer County Water Agency Standards and Specifications.

The contract unit price paid per each for 6" Gate Valve shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing 6" Gate Valves, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.