



# **CITY OF ROCKLIN**

## **STANDARD BID PACKAGE**

**AND**

## **GENERAL PROVISIONS**

**For**

## **SUNSET WHITNEY RECREATION AREA PICKLEBALL COURTS**

**BID OPENING  
THURSDAY, FEBRUARY 26, 2026  
AT 1:00pm  
3970 ROCKLIN ROAD  
ROCKLIN, CA 95677**

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## NOTICE TO CONTRACTORS

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

**BID DATE / TIME:** Until February 26<sup>th</sup>, 2026, 1:00 PM (Local Time)

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

**FOR:** City of Rocklin  
Sunset Whitney Recreation Area  
Pickleball Courts

This project consists of providing a 16-court pickleball facility, fencing, accessibility improvements and other ancillary elements.

**ESTIMATED CONSTRUCTION COST:** \$1,700,000

**TOTAL CONTRACT TIME:** 50 Working Days

**CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED** Class A

**MANDATORY PRE-BID CONFERENCE AND WALK-THROUGH** February 12<sup>th</sup>, 2026, 1:00 PM  
Sunset Whitney Recreation Area  
4201 Midas Avenue  
Rocklin, CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers***

***of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

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

Submit Bids (original/no copies) and bid security in a sealed envelope, marked “**Bid for CITY OF ROCKLIN SUNSET WHITNEY RECREATION AREA PICKLEBALL COURTS PROJECT**” (“Project”) and include the company name and address on the envelope.

At the mandatory pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through will follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have attended the mandatory pre-bid meeting, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City’s website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective.

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

Contract Documents may be downloaded at no charge from the City of Rocklin’s website at [www.rocklin.ca.us/DownloadBids](http://www.rocklin.ca.us/DownloadBids). Hardcopies of Contract Documents are not available for purchase from the City.

Written questions regarding this Invitation for Bids should be directed to Chris Ladeas, Contract City Engineer by email at [chris.ladeascontractor@rocklin.ca.us](mailto:chris.ladeascontractor@rocklin.ca.us) no later than Thursday, February 19, 2026, at 1:00 PM. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

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

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

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

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

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

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

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

Chris Ladeas, PE  
Contract City Engineer

**CITY OF ROCKLIN  
SEALED BID**

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, February 26, 2026, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened as soon thereafter as business allows in the City Council Chambers, 3970 Rocklin Road, Rocklin, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

SUNSET WHITNEY RECREATION AREA PICKLEBALL COURTS PROJECT

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump

Sum and/or Unit Prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$	\$
2	SWPPP IMPLEMENTATION AND MAINTENANCE & WATER POLLUTION CONTROL	1	LS	\$	\$
2a	STORMWATER SAMPLING & ANALYSIS	4	EA	\$2,000	\$8,000
2b	RAIN EVENT ACTION PLAN	4	EA	\$500	\$2,000
2c	STORMWATER ANNUAL REPORT	1	EA	\$500	\$500
3	TRAFFIC CONTROL SYSTEM	1	LS	\$	\$
4	CLEARING AND GRUBBING	2.85	AC	\$	\$

5	PERMANENT SOIL STABILIZATION (HYDROSEED)	124,104	SF	\$	\$
6	REMOVE AC PATH	2,371	SF	\$	\$
7	REMOVE CONCRETE WALK	136	SF	\$	\$
8	REMOVE EXISTING TENNIS COURT STRIPING	1	LS	\$	\$
9	REMOVE EXISTING TENNIS COURT PLAYING EQUIPMENT	1	LS	\$	\$
10	REMOVE EXISTING TENNIS COURT CHAIN LINK	462	LF	\$	\$
11	REMOVE EXISTING TENNIS COURT FENCING POLES AND FOOTINGS	3	EA	\$	\$
12	REMOVE EXISTING TENNIS COURT LIGHT FIXTURES	3	EA	\$	\$
13	REMOVE EXISTING TENNIS COURT LIGHTING CONDUITS AND FOOTINGS	3	LS	\$	\$
14	REMOVE RETAINING WALL / CURB	205	LF	\$	\$
15	REMOVE STAIRS	772	SF	\$	\$
16	REMOVE MISCELLANEOUS CONCRETE WALK/FOOTING/PAD	1	LS	\$	\$
17	REMOVE ROCK BOULDERS	4	EA	\$	\$
18	REMOVE TREE	25	EA	\$	\$
19	REMOVE EXISTING FDC	1	EA	\$	\$
20	SITE GRADING - CUT	4,757	CY	\$	\$
21	SITE GRADING - FILL	1,827	CY	\$	\$

22	CONCRETE RETAINING WALLS (1.5'-5')	1,158	SF	\$	\$
23	VERTICAL CURB	43	LF	\$	\$
24	RETAINING CURB (0.5'- 1.5')	83	LF	\$	\$
25	CONCRETE STAIRS (9 STAIR CASE)	2	EA	\$	\$
26	CONCRETE SIDEWALK RAMP	628	SF	\$	\$
27	HANDRAILS	168	LF	\$	\$
28	42" GUARDRAIL ON STAIR LANDING	27	LF	\$	\$
29	CONCRETE SIDEWALK (4" PCC)	12,602	SF	\$	\$
30	HMA TYPE A	403	TON	\$	\$
31	CLASS 2 AGGREGATE BASE	851	CY	\$	\$
32	PLEXIPAVE SPORTS SURFACING	30,694	SF	\$	\$
33	EXISTING TENNIS COURT SURFACE TREATMENT	13,256	SF	\$	\$
34	ROCK/COBBLE SWALE AND COBBLE DISCHARGE PAD	3,421	SF	\$	\$
35	NEW CHAIN LINK FENCING AT EXISTING TENNIS COURTS	231	LF	\$	\$
36	PICKLEBALL COURT 10' FENCING	1,205	LF	\$	\$
37	PICKLEBALL COURT 4' FENCING	1,172	LF	\$	\$
38	PICKLEBALL COURT 7' GATE	6	EA	\$	\$
39	PICKLEBALL COURT 4' GATE	16	EA	\$	\$
40	PICKLEBALL COURT LIGHTS	35	EA	\$	\$

41	EXISTING TENNIS COURT UPDATED LIGHT FIXTURES	3	EA	\$	\$
42	PICKLEBALL COURT NET AND POSTS	16	EA	\$	\$
43	WALKWAY LIGHTS	12	EA	\$	\$
44	WATER FOUNTAIN	1	EA	\$	\$
45	SECURE GARBAGE CAN POST	2	EA	\$	\$
46	BLEACHERS	4	EA	\$	\$
47	4" PERFORATED UNDERDRAIN, INCLUDING FITTINGS	360	LF	\$	\$
48	4" STORM DRAIN, INCLUDING FITTINGS	131	LF	\$	\$
49	6" STORM DRAIN, INCLUDING FITTINGS	280	LF	\$	\$
50	10" NYLOPLAST IN-LINE DRAIN INLET WITH GRATE	12	EA	\$	\$
51	NDS POP-UP DRAINAGE EMITTER	1	EA	\$	\$
52	3"x8" RECTANGULAR CAST IRON UNDERWALK DRAIN	113	LF	\$	\$
53	3/4" GATE VALVE	1	EA	\$	\$
54	3/4" WATER, INCLUDING FITTINGS AND SERVICE SADDLE	275	LF	\$	\$
55	LANDSCAPE PLANTING	1	LS	\$	\$
56	LANDSCAPE IRRIGATION SYSTEM	1	LS	\$	\$
<b>Total Bid Amount</b>					<b>\$</b>

Total Project Bid, Item Nos. 1 through 56, shall be (spell out) \_\_\_\_\_ Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged

No. 1 \_\_\_\_\_

No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ \_\_\_\_\_ not less than ten percent (10%) of amount Bid,  
plus additive alternates.

- CERTIFIED CHECK
- MONEY ORDER
- CASHIER'S CHECK
- BID BOND

**AGREEMENT**

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

**SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING  
OF BIDDERS, IF APPLICABLE**

NAME OF BIDDER:

\_\_\_\_\_  
**Affix Corporate  
Seal Here**

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

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

Valid Contractor's License No.: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Public Works Registration No. \_\_\_\_\_

**ATTACHMENT A**

**BID BOND**

We, \_\_\_\_\_ as principal, and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitting a Bid to the Obligee, for \_\_\_\_\_

*(Copy here the exact description of work, including location, as it appears on the Bid)*  
for which Bids are to be opened at Rocklin, CA on \_\_\_\_\_  
*(Insert date of Bid opening)*

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

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

Dated: \_\_\_\_\_, 20\_\_\_\_ Principal: \_\_\_\_\_  
By: \_\_\_\_\_  
Surety: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Attorney in Fact: \_\_\_\_\_

**Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.**

**ATTACHMENT B**

**SUBCONTRACTOR LISTING FORM**

LIST OF SUBCONTRACTORS FOR \_\_\_\_\_  
(BIDDER)

PROJECT: SUNSET WHITNEY RECREATION AREA PICKLEBALL COURTS

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

\_\_\_\_\_ We are not using any Subcontractors.

\_\_\_\_\_ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

<b>WORK TO BE PERFORMED</b>	<b>NAME &amp; BUSINESS ADDRESS OF SUBCONTRACTOR</b>	<b>LICENSE NUMBER</b>	<b>DIR #</b>

\_\_\_\_\_  
Signed

***Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

**ATTACHMENT C**  
**NONCOLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_,  
the party making the foregoing Bid.

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, and 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 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 its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION**

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.
4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: \_\_\_\_\_ Date \_\_\_\_\_

BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type/Print Name  
\_\_\_\_\_  
Title

**EXCEPTIONS TO CERTIFICATION**

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

BIDDER: \_\_\_\_\_ Date \_\_\_\_\_

BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type/Print Name  
\_\_\_\_\_  
Title

## ATTACHMENT E

### RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.
2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.
3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.
4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

- 5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.
  
- 6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ATTACHMENT F**

**CERTIFICATE OF AUTHORIZATION**

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that at a meeting of the Board of Directors of the \_\_\_\_\_, a corporation existing under the laws of the State of California, held on \_\_\_\_\_, \_\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, \_\_\_\_\_ that  
as \_\_\_\_\_ of the Corporation, be and is hereby authorized to execute the Bid dated \_\_\_\_\_, 20\_\_\_\_, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Officer

(seal)

\_\_\_\_\_  
Corporate Address

**CERTIFICATE OF AUTHORIZATION**  
(If Bidder is a Partnership)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that at a meeting of the Partners of the \_\_\_\_\_, a partnership existing under the laws of the State of California, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, \_\_\_\_\_ that  
as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Bid dated \_\_\_\_\_, 20\_\_\_\_, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

\_\_\_\_\_  
Partnership Address

**CERTIFICATE OF AUTHORIZATION**  
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that at a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_, a joint venture  
existing under the laws of the State of California, held on \_\_\_\_\_, 20\_\_\_\_, the  
following resolution was duly passed and adopted:

“RESOLVED, \_\_\_\_\_ that  
\_\_\_\_\_,  
as \_\_\_\_\_ of the Joint Venture, be and  
is hereby authorized to execute the Bid dated \_\_\_\_\_,  
20\_\_\_\_, to the City of Rocklin and this Joint Venture and that his/her  
execution thereof, attested by the \_\_\_\_\_ shall  
be the official act and deed of this Joint Venture.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Joint Venture this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Principal

(seal)

\_\_\_\_\_  
Joint Venture Address

**ATTACHMENT G**

**[Projects of One Million Dollars (\$1,000,000.00) or More**

**IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

- 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

**CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: \_\_\_\_\_ Date \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

Executed in the County of \_\_\_\_\_, State of \_\_\_\_\_.

## ATTACHMENT H

### CONSTRUCTION AGREEMENT

**THIS AGREEMENT**, dated for identification as of \_\_\_\_\_, 20\_\_\_\_\_, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

#### **I. CONTRACT DOCUMENTS**

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

#### **II. DEFINITIONS**

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

#### **III. AGREEMENT CONTROLS**

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

#### **IV. SCOPE OF CONTRACT**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and

workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: [INSERT PROJECT NAME]

#### **V. CONTRACT AMOUNT AND PAYMENTS**

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **DOLLARS (\$ )** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

#### **VI. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the General Conditions.

#### **VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

#### **IIIIII. TIME OF COMPLETION**

- A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

#### **IX. INSURANCE**

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

#### **X. NO WAIVER OF REMEDIES**

- A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

#### **XI. DETERMINATION OF DAMAGES**

- A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract

Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

- B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

## **XII. LIQUIDATED DAMAGES**

- A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **two thousand dollars (\$2,000)** for each **Calendar Day**, continuing to the time at which the Work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

## **XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS**

- A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

## **XIV. CONTRACTOR BANKRUPT**

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.
- B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

## **XV. PERFORMANCE AND PAYMENT BONDS**

- A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.
1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
  2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

## **XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
- B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

## **XVII. LABOR CODE COMPLIANCE**

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

## **XVIII. UNFAIR COMPETITION**

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

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

**XIX. ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

**XIX. NO THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

**XX. UNENFORCEABILITY OF ANY PROVISIONS**

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

**XXI. CHOICE OF LAW; VENUE**

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

**////SIGNATURE PAGE FOLLOWS////**

**IN WITNESS WHEREOF**, the parties hereto have signed the Agreement on the date set forth opposite their names.

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CITY OF ROCKLIN, A Municipal Corporation:**

\_\_\_\_\_  
Aly Zimmermann, City Manager

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sheri Chapman, City Attorney

**ATTEST:**

\_\_\_\_\_  
Hope Ithurburn, City Clerk

**CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.**

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

**NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT**

**ATTACHMENT I**

**PERFORMANCE BOND  
(To be Submitted with Construction Agreement)**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Rocklin**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, hereinafter designated as the "Principal" a contract for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said 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 Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, 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 therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way 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 Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

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

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**

**ATTACHMENT J**

**PAYMENT BOND**

**(To be Submitted with Construction Agreement)**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Rocklin**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, (hereinafter designated as "Principal") an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other

applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way 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 Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

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

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**

**ATTACHMENT K**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION  
(To be Submitted with Construction Agreement)**

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

**ATTACHMENT L**

**ESCROW AGREEMENT FOR SECURITY DEPOSITS  
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ the City of Rocklin (hereafter called "Owner"), whose address is \_\_\_\_\_, \_\_\_\_\_ hereinafter called "Contractor" whose address is \_\_\_\_\_, and \_\_\_\_\_ hereinafter called "Escrow Agent", whose address is \_\_\_\_\_, \_\_\_\_\_,

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for (in the amount of) \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between Owner and Contractor. Securities shall be held in the name of the City of Rocklin, and shall designate the Contractor as the beneficial owner.

2. Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ATTACHMENT M**

**GUARANTEE FORM**

**{Print on Contractor/Subcontractor Letterhead  
And Submit at Close-Out}**

\_\_\_\_\_ {Contractor's Name} hereby unconditionally guarantees that the Work performed at \_\_\_\_\_ [insert Project] 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 and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. 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 materials within the guarantee period specified, without any expense whatsoever to the City, 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.

Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at Contractor's expense and it 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.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

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, or its property or licensees, the City may undertake at 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'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's rights on such contract.

CONTRACTOR'S SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**CITY OF ROCKLIN  
GENERAL CONDITIONS**

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## **ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

### **SECTION 1.01. GENERAL.**

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mode as starting with "Contractor shall" and "you as "Contractor" and "your" as "Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

### **SECTION 1.02. ABBREVIATIONS.**

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code

CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer's Association
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

## **SECTION 1.03. DEFINITIONS.**

### **Acceptance, Final Acceptance.**

“Acceptance or “Final Acceptance” shall mean formal action of the City of Rocklin in determining that Contractor’s work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

### **Acts of God.**

“Acts of God” shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

### **Addendum/Addenda.**

“Addendum” or “Addenda” are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

### **Agreement.**

The “Agreement” is the written agreement signed by the City and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

### **Allowance.**

An “Allowance” is an amount of money set aside under the Contract for a special purpose identified in the Contract.

### **Architect, Consulting Engineer and/or Construction Manager.**

The “Architect, Consulting Engineer and/or Construction Manager, if used, is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

### **As Shown, Etc.**

Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

### **Bid.**

“Bid” shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder’s bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to “Bid” shall be deemed to mean “Proposal”.

### **Bid Documents.**

“Bid Documents” shall mean the sum of the documents that comprise the Bid by a

Bidder to perform the Work.

**Bid Form.**

The “Bid Form”, sometimes referred to as the “Bid Schedule” is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a “Proposal Form.”

**Bid Guaranty.**

“Bid Guaranty” is the cash, cashier’s check, certified check or Bidder’s bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

**Bid Item.**

“Bid Item” or “Bid Items” shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

**Bid Opening.**

“Bid Opening” shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

**Bidder.**

“Bidder” shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to “Bidder” shall be deemed to mean “Proposer.”

**By Others.**

“By Others” shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

**Calendar Day.**

“Calendar Day” shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

**Change Order.**

“Change Order” (“CO”) shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

**City.**

“City” or “Owner” shall mean the City of Rocklin, acting through its authorized representatives.

**City Council.**

“City Council” means the City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as “Council”.

**City of Rocklin Construction Standard Specifications.**

“City of Rocklin Construction Standard Specifications” mean the City’s standard specifications for construction, located on the City’s website.

**City of Rocklin Improvement Standards.**

“City of Rocklin Improvement Standards” mean the City’s standard requirement for improvement projects, located on the City’s website.

**Closeout Documents.**

“Closeout Documents” are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

**Completion.**

“Completion” is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

**Construction Change Directive (CCD).**

“Construction Change Directive” (“CCD”) or “Directive” or “Field Directive” shall mean a written order to Contractor, issued after execution of the Contract, signed by the City or the Owner’s Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

**Contract.**

The “Contract” is the entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

**Contract Documents.**

The “Contract Documents” shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor), and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change

Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

**Contract Commencement Date.**

The “Contract Commencement Date” shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

**Contract Completion Date.**

The “Contract Completion Date” shall mean the date by which the Contract requires Completion.

**Contract Drawings or Plans.**

The “Contract Drawings” (sometimes referred to as “Drawings” or “Plans”) are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

**Contract Schedule.**

The “Contract Schedule” is the schedule produced by Contractor in response to the requirements of the Contract Documents.

**Contract Sum.**

“Contract Sum” is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

**Contract Time.**

“Contract Time” shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two

**Contractor.**

“Contractor” shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

**Engineer of the City of Rocklin.**

“Engineer” means the City’s Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

**Equal (as in “or equal”).**

“Equal” shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

**Estimated Quantities.**

“Estimated Quantities” are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

**General Conditions.**

“General Conditions” are specific clauses that are part of the Contract and are located in Section 0700. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

**General Requirements.**

“General Conditions” are the part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

**Hazardous Waste.**

“Hazardous Waste” shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

**Inspector.**

The “Inspector” or “Project Inspector” shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

**Instruction Bulletin or Bulletin.**

“Instruction Bulletins” or “Bulletins” are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

**Invitation for Bids.**

The “Invitation for Bids” is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed City project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

**Legal Holidays.**

Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**Notice to Contractors.**

“Notice to Contractors” shall have the same meaning as “Invitation for Bids.”

**Notice to Proceed.**

“Notice to Proceed” is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

**Owner’s Representative**

“Owner’s Representative” shall mean the City’s designated agent engaged to perform all functions delegated to the Owner’s Representative by the Contract Documents. The Owner’s Representative may or may not be the Project Manager or a construction manager. The Owner’s Representative will be the Contractor’s primary contact during construction of the Project.

**Progress Schedule.**

“Progress Schedule” is the schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

**Project.**

“Project” shall mean the Work.

**Project Manager**

“Project Manager” is the City’s representative assigned to oversee the Project on a daily basis.

**Proposed Change Order (PCO).**

A “Proposed Change Order” (“PCO”) is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

**Record Drawings.**

“Record Drawings” are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

**Reference to Codes.**

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

**Request for Information (RFI).**

“Request for Information” (“RFI”) is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to

proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

**Request for Proposal.**

A “Request for Proposal” or “RFP” during the course of construction is the name given to a document issued by the Owner’s Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor’s response to the RFP shall be in the form of a Proposed Change Order.

**Schedule of Submittals.**

“Schedule of Submittals” is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

**Schedule of Values.**

“Schedule of Values” is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor’s application for progress payments.

**Special Provisions.**

“Special Provisions” are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

**Specifications.**

“Specifications” include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

**Standard Drawings.**

“Standard Drawings” meant the City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

**State.**

“State” means the State of California.

**State Specifications.**

Unless otherwise stated in the Special Provisions, “State Specifications” means the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

**State Plans.**

Unless otherwise stated in the Special Provisions, “State Plans” means the version of the Standard Plans of the State of California, Department of Transportation, in effect at

the time of Notice to Contractors.

**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 Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. “Subcontractor” shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

**Substantial Completion.**

“Substantial Completion” is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor’s or its Subcontractors’, sub-subcontractors’, or suppliers’ performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

**Substitution.**

“Substitution” shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

**Supplemental Drawing.**

“Supplemental Drawings” define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

**Technical Specifications.**

“Technical Specifications” are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

**Total Bid Price.**

The “Total Bid Price” is the aggregate sum of the Bid, including all additive items.

**Work.**

The “Work” shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of

all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

**Working Day.**

“Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

**Working Drawing.**

“Working Drawings” detail a particular item of Work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

## **ARTICLE 2. BID REQUIREMENTS AND CONDITIONS**

### **SECTION 2.01. BID FORM.**

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

### **SECTION 2.01A. Unit Price Bid.**

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of Work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, "Payment for Changes – Unit Prices", of these General Conditions.

### **SECTION 2.01B. Lump Sum Bid.**

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete project, structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

### **SECTION 2.01C. Allowances.**

Where specific allowance items have been entered on the Bid Form by the City, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

## **SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.**

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and 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; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above 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 has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope and/or as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is

submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

### **SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.**

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of Work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.01, "Intent of Contract Documents" of these General Conditions.

### **SECTION 2.04. SUBSURFACE CONDITIONS.**

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

### **SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.**

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under

the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subcontractors shall maintain their registrations throughout the term of the Project.

#### **SECTION 2.06. COMPETENCY OF BIDDERS.**

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time.

To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

#### **SECTION 2.07. JOINT VENTURE BIDS.**

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor's State License Board or the license

number and class of a valid license issued by the Contractor's State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

## **SECTION 2.08. SUBCONTRACTORS.**

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Price or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or ten thousand dollars (\$10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.
- The portion of the Work (type of work) that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.
- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and

time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

#### **SECTION 2.09. ADDENDA.**

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

#### **SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.**

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, 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 Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright 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 at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

**SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.**

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted at Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed in the referenced Certificate, that:

1. The Bidder and/or any of its Principals:
  - a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
  - b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.
  - d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.
2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. A certification that any of the items in Paragraph 2.11(1) of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.
5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

#### **SECTION 2.12. BID GUARANTY.**

The Bid shall be accompanied by a Bid Guaranty in the form of cash, a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

#### **SECTION 2.13. WITHDRAWAL OF BID.**

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

#### **SECTION 2.14. PUBLIC OPENING OF BIDS.**

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

#### **SECTION 2.15. REJECTION OF BIDS.**

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

## **SECTION 2.16. DISQUALIFICATION OF BIDDERS.**

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

## **SECTION 2.17. RELIEF OF BIDDERS.**

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

## **SECTION 2.18. BID PROTESTS.**

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," Attachment E to the Bid Documents, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a Bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

## **ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE**

### **SECTION 3.01. AWARD OF CONTRACT.**

Unless stated otherwise in the Invitation for Bids, the award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

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

If the Invitation for Bids provides for a different basis of award, the basis and process identified therein shall apply.

### **SECTION 3.02. TIME OF AWARD.**

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive,

responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

### **SECTION 3.03. CONSIDERATION OF BIDS.**

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

### **SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.**

As part of the execution of the Contract, and within ten (10) days after receiving notice of award, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Contract Sum" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

#### **SECTION 3.04A. Performance Bond.**

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

#### **SECTION 3.04B. Payment Bond.**

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

### **SECTION 3.05. NOTIFICATION OF SURETY COMPANIES.**

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City's authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

### **SECTION 3.06. RETURN OF BID GUARANTYS.**

After Bids have been received and reviewed by the City, Bid Guarantys will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantys for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantyes of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantyes will be returned within ten (10) days of the decision of the City to not award the Contract.

### **SECTION 3.07. EXECUTION OF CONTRACT.**

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3.09 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3.09. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to Contractor.

### **SECTION 3.08. FAILURE TO EXECUTE CONTRACT.**

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and

the Bidder's Bid Guarantee forfeited to the City. At the City's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

### **SECTION 3.09. INSURANCE.**

Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at Contractor's sole expense, the following insurance:

#### **SECTION 3.09A. General Liability.**

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars (\$1,000,000)
Products and Completed Operations Aggregate single	One Million Dollars (\$1,000,000) combined Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars (\$4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars (\$100,000)

The policy shall provide coverage for claims arising out of subsidence.

Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

**SECTION 3.09B. Automobile Liability.**

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars (\$1,000,000)
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**SECTION 3.09C. Workers' Compensation.**

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

**SECTION 3.09D. Excess or Umbrella Liability.**

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

**SECTION 3.09E. Contractor's Equipment.**

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by Contractor.

**SECTION 3.09F. Railroad Protective Liability.**

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

**SECTION 3.09G. Builder's Risk Insurance.**

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:
  - a. Earthquake and Land Movement and Flood.
  - b. Loss that ensues from design error, defective materials, or faulty workmanship.
  - c. Mechanical breakdown or electrical damage, including testing, magnetic

disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars (\$100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars (\$10,000). All deductibles shall be borne solely by Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.
3. The City and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

### **SECTION 3.09H. Environmental Liability Insurance.**

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage (\$10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

### **SECTION 3.09(I). Other Provisions.**

1. Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:
  - a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.
  - b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
2. The Contractor's General Liability and any Excess or Umbrella Liability

insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
5. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.
6. All of Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

"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 the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
9. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written

notice to Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

10. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract.
11. If Contractor fails to procure or maintain insurance as required by this Section 3.09 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.
12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.
13. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to Contractor.
14. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

#### **3-9.04.F Deductibles and Self-Insurance Retention**

Any deductible or self-insured retention over \$10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

**SECTION 3.09J. Notification of Accident or Occurrence.**

Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

**SECTION 3.09K. Notification of Claim.**

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

## **ARTICLE 4. SCOPE OF WORK**

### **SECTION 4.01. THE CONTRACT.**

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

### **SECTION 4.02. 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 items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

Unless otherwise specified, Contractor agrees to furnish and pay for all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work, including any Change Order work or disputed work directed by the City, in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

When portions of the Work are described in general terms, but not in complete detail, it is understood that Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. 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.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements.

Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at Contractor's risk.

#### **SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED.**

The Contractor may obtain online, at no cost, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The Contractor may purchase from the City hard copies of these documents.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11.03, "Record Drawings" of these General Conditions.

#### **SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS.**

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation ("Caltrans") standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

#### **SECTION 4.05. DIAGRAMMATIC DRAWINGS.**

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

#### **SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS.**

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer 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 additional drawings or instructions, the Architect, Consulting Engineer or Engineer 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. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

#### **SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.**

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Article 9, "Changes and Claims", of these General Conditions.

**SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.**

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;
8. City of Rocklin Construction Standard Specifications;
9. City of Rocklin Improvement Standards;
10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

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 standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

#### **SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.**

##### **SECTION 4.09A. General.**

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor's risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

##### **SECTION 4.09B. Procedure.**

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe

and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFIs will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFIs that are not clear or RFIs for which a response is clearly identified in the Contract will not be accepted.

#### **SECTION 4.09C. Response.**

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, "Dispute Regarding Contract Requirements", of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

#### **SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.**

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

#### **SECTION 4.11. DELETED ITEMS.**

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, "Changes and Claims", of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

#### **SECTION 4.12. EXTRA WORK.**

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct Contractor to perform such extra work necessary to protect the Work or the public.

#### **SECTION 4.13. USE OF COMPLETED PORTIONS.**

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, "Warranty Work", of these General Conditions.

#### **SECTION 4.14. LANDS AND RIGHTS-OF-WAY.**

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to Contractor prior to Contractor's use of, or commencement of Work, in the lands in question.

Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to Contractor taking possession of said property.

#### **SECTION 4.15. WARRANTY.**

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City's acceptance of Work (see Section 7.22, "Final Acceptance and Notice of Completion", of these General Conditions) and subject to the terms of

Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor's work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, "Warranty Work", of these General Conditions.

## **ARTICLE 5. CONTROL OF WORK AND MATERIALS**

### **SECTION 5.01. AUTHORITY OF THE CITY.**

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

### **SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.**

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

### **SECTION 5.03. SUGGESTIONS TO CONTRACTOR.**

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

### **SECTION 5.04. SEPARATE CONTRACTS.**

The City reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor's work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

### **SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.**

Other contractors and other forces, including the City and/or adjacent property owners, may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If Contractor's work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against the City other than for an extension of time (see Section 7.18, "Extension of Time", of these General Conditions).

### **SECTION 5.06. SUPERVISION PROCEDURES.**

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

### **SECTION 5.07. SKILLED LABOR.**

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

### **SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.**

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

## **SECTION 5.09. CONTRACTOR'S EQUIPMENT.**

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

## **SECTION 5.10. CONTRACTOR'S SUBMITTALS.**

### **SECTION 5.10A. Submittals – General.**

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the City's sole discretion, a fine of \$100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

#### **SECTION 5.10B. Resubmittals.**

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT.'" Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

#### **SECTION 5.10C. Submittals Containing Proprietary Information.**

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor,

Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by Contractor.

#### **SECTION 5.10D. Electrical, Instrumentation, Control, and Communication Systems.**

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

#### **SECTION 5.10E. Operation and Maintenance (O&M) Submittals.**

For use in subsequent maintenance and operations, Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists

- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

#### **SECTION 5.11. DAILY REPORTS.**

No less than on a weekly basis, Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

#### **SECTION 5.12. SURVEYS.**

##### **SECTION 5.12A. Surveys.**

Except as set forth in this Section or in the Special Provisions, Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of Contractor shall be replaced at Contractor's expense.

Contractor's surveys also shall include, without limitation, the following surveys:

### **5.12A.1 Streets and Highways**

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.
- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.
- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.
- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

### **5.12A.2 Sewer, Water, and Drainage Facilities**

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.
- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

### **SECTION 5.12B. Survey Monuments.**

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by Contractor shall be reset by the City or Contractor at

Contractor's expense. Any other damaged or destroyed survey monuments shall be reset by Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that Contractor provide all surveys, Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

#### **SECTION 5.12C. Documentation.**

Contractor shall furnish the City with one (1) copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

Contractor shall prepare, maintain and submit Record Drawings as specified in Article 11 of these General Conditions. Contractor's land surveyor is to affix its signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

Contractor shall submit survey Record Drawings before final completion.

#### **SECTION 5.13. RESPONSIBILITY FOR ACCURACY.**

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

#### **SECTION 5.14. DUTIES AND POWERS OF INSPECTORS.**

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then 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, Engineer, Architect or

Consulting Engineer shall be final, subject to the disputes procedures in Article 9, "Changes and Claims", of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer's instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

### **SECTION 5.15. INSPECTION.**

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation,

manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

#### **SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP.**

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.

#### **SECTION 5.17. SUBSTITUTIONS.**

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

#### **SECTION 5.17A. Written Request.**

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

#### **SECTION 5.17B. Documentation.**

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract

shall be furnished. Acceptance of substitution by the City shall not relieve Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by Contractor without additional cost to the City. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

#### **SECTION 5.18. PREPARATION FOR TESTING.**

Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

#### **SECTION 5.19. MATERIALS SAMPLING AND TESTING.**

Materials to be used in the Work will be subject to sampling and tests by the City. Contractor shall furnish the City with a list of Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California Agency, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of Contractor and furnished by Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. Contractor shall pay the cost of the first retest and any

subsequent retest of any area or material. The City will secure and test samples whenever necessary.

## **SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT.**

### **SECTION 5.20A. Sources of Supply.**

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

### **SECTION 5.20B. Plant Inspection.**

The City assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

## **SECTION 5.21. PROVISIONS FOR EMERGENCIES.**

The City may provide necessary labor, material and equipment to correct any emergency resulting from Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

## **SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK.**

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, "Deductions for Imperfect Work", of these General Conditions.

### **SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.**

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

### **SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.**

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, "Delays", of these General Conditions. Such suspension shall not relieve Contractor of Contractor's responsibilities as described in the Contract.

### **SECTION 5.25. TERMINATION.**

#### **SECTION 5.25A. Reasons for Termination.**

The City reserves the right to terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for any of the reasons listed below.

#### **SECTION 5.25A.1. Termination for Convenience.**

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

#### **SECTION 5.25A.2. Termination for Cause.**

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify the Contract and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

**SECTION 5.25B. Termination After Contract Time.**

In addition to any other rights it may have, the City may terminate the Contract Contractor's right to proceed, and/or Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

**SECTION 5.25C. Notice of Termination; City Completion.**

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has

been terminated and/or that Contractor's right to proceed and/or control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.
6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.
7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

#### **SECTION 5.25D. Payments to Contractor Upon Termination of Contract.**

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor's control over the Work. The amount may include those items specified in Article 9, "Changes and Claims", of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and

indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, "Changes and Claims", of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

**SECTION 5.25E. Completion Not a Waiver of City Rights.**

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

**SECTION 5.25F. Survival of Obligations.**

No termination of this Contract or of Contractor's right to proceed and/or control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

**SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.**

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Public Contract Code sections 4100 *et seq.*

## **ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES**

### **SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.**

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

### **SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY**

#### **SECTION 6.02A. Hours of Labor.**

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

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. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency, or as approved by the City.

## **SECTION 6.02B. Prevailing Wages.**

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor's. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (\*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (\*\*) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (\*\*) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, 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 disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to the City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to

this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

### **SECTION 6.02C. Payroll Records.**

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

## **SECTION 6.02D. Additional Requirements for Labor Compliance.**

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contractor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his or her deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to

cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

**SECTION 6.02E. Nondiscrimination.**

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

**SECTION 6.02F. Apprentices.**

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor.

Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at [www.dir.ca.gov/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

### **SECTION 6.02G. Workers' Compensation.**

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

### **SECTION 6.02H. Fair Labor Standards.**

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

### **SECTION 6.02I. Reporting Requirements and Sanctions.**

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

#### 1. List of Subcontractors

A list is required from Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format in the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

#### 2. Certified Payroll Reports

Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (1) Working Days of the ending date of the payroll period.

#### 3. Fringe Benefit Statement

A Fringe Benefit Statement is required from Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

#### 4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If Contractor fails to comply with the provisions of this Section, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars (\$10,000), nor be less than one thousand dollars (\$1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

### **SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS.**

Contractor shall comply with all requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed. Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should Contractor violate any of the provisions of this Section, the 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 Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

### **SECTION 6.04. USE OF PESTICIDES.**

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

### **SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH.**

Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is

not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve Contractor of this responsibility.

## **SECTION 6.06. INDEMNIFICATION.**

### **SECTION 6.06A. Contractor's Performance.**

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of

Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**SECTION 6.06B. Indemnification of Adjacent Property Owners.**

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, 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 the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

**SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.**

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

**SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.**

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective

upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two days after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

#### **SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.**

Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

#### **SECTION 6.10. ASSIGNMENT OF CONTRACT.**

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor's surety of their responsibilities under the Contract.

#### **SECTION 6.11. ASSIGNMENT OF MONIES.**

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if Contractor defaults.

#### **SECTION 6.12. CONTRACTORS LICENSE.**

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

#### **SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor's use of Subcontractors in any way alter the position of Contractor or Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at Contractor's risk.

#### **SECTION 6.14. PERMITS AND LICENSES.**

Except as set forth in the Special Provisions, Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in connection with performing the Work. Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

#### **SECTION 6.15. RIGHTS AND REMEDIES.**

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

#### **SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE.**

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

#### **SECTION 6.17. GENERAL SAFETY REQUIREMENTS.**

##### **SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.**

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for

initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

#### **SECTION 6.17B. 24-Hour Contact Information.**

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.
2. Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.
3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

### **SECTION 6.17C. Protection and Repair of Work.**

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

### **SECTION 6.17D. Protection of Workers.**

Contractor shall take every precaution 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 hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

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

### **SECTION 6.17E. Working Limits and Regulations.**

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

### **SECTION 6.17F. Protection of Existing Improvements and Property.**

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

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 improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

**SECTION 6.17G. Not Used.**

**SECTION 6.17H. Security of the Site.**

**SECTION 6.17(I). 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.

**SECTION 6.17J. 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 commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the 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 Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

**SECTION 6.17K. Work on Private Property.**

Contractor must obtain written permission from the City of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

**SECTION 6.17L. Not Used.**

**SECTION 6.17M. Repairs or Replacement.**

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of 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 may do that 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. No prior notice to Contractor shall be necessary for the City to take this action.

**SECTION 6.17N. Emergency Safety Actions.**

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

**SECTION 6.17(O). Work During Hours of Darkness.**

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

**SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.**

**SECTION 6.18A. Public Convenience.**

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

**SECTION 6.18B. Pedestrian and Bicyclist Access.**

Contractor shall not block the movement of pedestrian or bicycle traffic. Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by

providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

#### **SECTION 6.18C. Written Notification To Residences and Businesses.**

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

#### **SECTION 6.18D. Access To Driveways, Houses and Buildings.**

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

#### **SECTION 6.18E. Property Damage.**

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of any third-party claims received by the City relating to this Contract.

Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of Contractor with respect to such third-party claims.

**SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.**

Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

**SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.**

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

**SECTION 6.18H. Work On Private Property.**

Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

**SECTION 6.18(I). Hazardous Conditions Created.**

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

## **SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.**

### **SECTION 6.19A. General.**

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

### **SECTION 6.19B. Responsibility For Safety.**

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

### **SECTION 6.19C. Passage of Emergency Vehicles.**

Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

### **SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.**

Appropriate traffic control shall be furnished by Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

### **SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.**

Should Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by Contractor or deducted from the progress payment. If Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

**SECTION 6.19F. Competent Flaggers.**

Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA regulations and shall be prepared to provide verification of such training to the City when requested.

**SECTION 6.19G. Construction Signs.**

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

**SECTION 6.19H. Temporary Bridging of Excavations and Trenches.**

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).
2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.
3. Bridging shall be placed and secured to work to minimize noise levels.
4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.
5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

<b>WIDTH OF EXCAVATION</b>	<b>MINIMUM THICKNESS OF STEEL PLATES</b>
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8") plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete "cutback" or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless Contractor provides a temporary surface suitable for driving consisting of at least two inches (2") of plant mix asphalt over six inches (6") of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

#### **SECTION 6.19(I). Entering and Leaving the Construction Zone.**

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment operators shall yield to public traffic.

#### **SECTION 6.19J. Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings.**

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by Contractor at Contractor's expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, Contractor shall control traffic by use of flaggers as directed by the City. "STOP" signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by Contractor and shall not be removed or altered without City approval.

#### **SECTION 6.19K. Bus Stops.**

If construction operations will obstruct a bus stop, Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

#### **SECTION 6.19L. Dust.**

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

### **SECTION 6.19M. Removal of Spillage From Roadway.**

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

### **SECTION 6.20. CONFINED SPACES.**

#### **SECTION 6.20A. Contractor Responsibilities and Qualifications.**

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.
2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.
3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
  - Equipment availability, suitability, and integrity.
  - Personnel training.
  - Experience.
  - Supervision.
  - Safety.
  - Accident experience.
  - Permit-required confined space policy.
  - Hot work procedures (if applicable).
  - Lock-out/tag-out procedures (if applicable).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Conditions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall

also provide all monitoring, safety, and communications equipment required for confined space operations.

**SECTION 6.20B. City Responsibilities for Permit Confined Spaces.**

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section 6.20.

**SECTION 6.20C. Existing Sewers and Storm Drains.**

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

**SECTION 6.20D. Joint City – Contractor Entries.**

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

**SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).**

**SECTION 6.21A. Traffic Pattern Changes.**

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure

by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

#### **SECTION 6.21B. Traffic Control Plans (TCP).**

Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

#### **SECTION 6.22. BARRICADING OPEN TRENCHES.**

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Provisions.

#### **SECTION 6.23. EXISTING UTILITIES.**

##### **SECTION 6.23A. General.**

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

### **SECTION 6.23B. Maintenance and Protection.**

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with the individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost. "Existing utilities" includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

### **SECTION 6.23C. Exact Locations Unknown.**

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, "Changes and Claims", of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, "Changes and Claims", of these General Conditions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, "Excusable Delays", of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the utility district(s) to provide for the removal or relocation of existing utilities.

#### **SECTION 6.23D. Underground Service Alert (USA).**

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to [www.usanorth811.org](http://www.usanorth811.org). U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification ("Ticket") number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, Contractor shall contact U.S.A. to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by

Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

**SECTION 6.23E. Damage to Existing Utilities.**

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars (\$50,000).

**SECTION 6.23F. Markings.**

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

<b>FIELD MARKINGS</b>		
<b>COLOR CODES AND SYMBOLS</b>		
<b>Color</b>	<b>Symbol Name</b>	<b>Name</b>
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S	Sewer

<b>FIELD MARKINGS</b>		
<b>COLOR CODES AND SYMBOLS</b>		
	D	Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

**SECTION 6.24. EXCAVATION AND TRENCH SAFETY.**

**SECTION 6.24A. Permit.**

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 2, Sections 341, 341.1 and following, and Title 8, Article 6, 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

**SECTION 6.24B. Shoring, Bracing, Shielding, and Sheeting.**

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars (\$25,000) or more, Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

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

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of

identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

#### **SECTION 6.25. OVERLOADING.**

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage.

#### **SECTION 6.26. PRESERVATION OF PROPERTY.**

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

#### **SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.**

The review or approval by the City of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

#### **SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.**

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

**SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.**

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

**SECTION 6.30. 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 any 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 6.31. NO 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.

## **ARTICLE 7. PROSECUTION OF THE WORK**

### **SECTION 7.01. BEGINNING OF WORK.**

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

### **SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION.**

Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

### **SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.**

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

### **SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.**

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown,

or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

#### **SECTION 7.04A. Superintendence.**

Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever Contractor or Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until Contractor or Contractor's superintendent arrives.

#### **SECTION 7.04B. Labor.**

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

#### **SECTION 7.04C. Equipment and Methods.**

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5.09, "Contractor's Equipment", of these General Conditions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order Contractor to modify Contractor's facilities or methods. Contractor shall promptly comply with such orders at Contractor's expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

#### **SECTION 7.05. SCHEDULES.**

Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7.05 and Section 5.10, "Contractor's Submittals", of these General Conditions, which shall illustrate Contractor's planned schedule for carrying out the Work

and completing the Work within the Contract Time. Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the Project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars (\$25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to submit any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

### **SECTION 7.05A. Baseline (Contract) Schedule.**

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic, native format and PDF.

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.
2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
4. Owner furnished materials and equipment if any, identified as separate activities.
5. Dependencies (or relationships) between activities.
6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
7. Separate buildings and other independent project elements shall be individually identified in the network.
8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.
9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description

- Activity relationships and dependencies (logic)
- Activity duration in Working Days
- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

**SECTION 7.05B. Progress Schedules.**

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
5. Identification of activities that are affected by requested or proposed changes to the Work.
6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

#### **SECTION 7.05C. Schedule Revisions.**

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar Days of the City's request a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18, "Extension of Time", of these General Conditions showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7.12, "Delays" and 7.18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Article 9, "Changes and Claims", of these General Conditions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should Contractor, after the City's approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date

of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

**SECTION 7.05D. Short Interval Schedules.**

Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

**SECTION 7.05E. Float.**

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and Contractor. Neither the City nor Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

**SECTION 7.05F. City's Right to Revise the Schedule.**

In the event of a delay to critical path work which is not the fault of Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort. It is not the the City's responsibility to ensure Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of Contractor will be reimbursed per the provisions of Article 9, "Changes and Claims", of these General Conditions, provided that Contractor has not contributed to the delay which the City is seeking to overcome. If Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a

waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

#### **SECTION 7.05G. Responsibility for Completion.**

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to ensure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
2. If the above cannot be achieved then;
  - a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.
  - b. In addition, the City may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

#### **SECTION 7.06. UNUSUAL SITE CONDITIONS.**

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

#### **SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.**

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or City employees.

**SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.**

**SECTION 7.08A. Allowable Times and Hours of Work.**

Unless otherwise noted in the Contract Documents or approved in writing by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

**SECTION 7.08B. Off-Period Work.**

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

**SECTION 7.08C. Emergency Repairs.**

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of Contractor's repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

**SECTION 7.08D. Revocation of Permission For Off-Period Work.**

The City may revoke permission for off-period work if Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

### **SECTION 7.08E. Working Shifts.**

Two- or three-shift operations may be established as a regular procedure by Contractor upon written permission from the City. Such permission may be revoked if Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

### **SECTION 7.09. TEMPORARY FACILITIES AND SERVICES.**

Unless specified otherwise in the Contract Documents, Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

### **SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.**

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

### **SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT.**

When requested by the City, Contractor shall submit properly authenticated proof of Contractor's compliance with the Contract.

### **SECTION 7.12. DELAYS.**

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

#### **SECTION 7.12A. Inexcusable Delays.**

Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.
3. Delays associated with loss of time resulting from the necessity of submitting plans for the City approval or from City surveys, measurements, inspections, and testing.
4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or Subcontractors.

#### **SECTION 7.12B. Excusable Delays.**

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, "Archeological and Cultural Resources", of these General Conditions. Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.
2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.
3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

#### **SECTION 7.13. NOTICE OF DELAYS.**

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or

excusable, its duration, and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18 of these General Conditions that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excusable delay affects other schedule activities and the critical path.

All delays shall be deemed inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

**SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY.**

If Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, Contractor shall have no claim for damages or time extensions.

**SECTION 7.15. TIME OF COMPLETION.**

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

**SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.**

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City's rights under the Contract.

**SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.**

Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

**SECTION 7.18. EXTENSION OF TIME.**

Subject to the provisions of Section 7.12B, compliance with the required contractual notice provisions in Section 7.13, and subject to submission of a Time Impact Analysis

(TIA) in accordance with this Section 7.18 showing the impact on the critical path of the event giving rise to an excusable delay, Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7.12 to Section 7.17 of these General Conditions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9.11, "Time Extensions for Changes", of these General Conditions. During such time extension, Contractor will not be charged for extra engineering and inspection or liquidated damages.

Contractor shall provide the City with 3 copies of any TIA. Contractor's TIA shall include both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIA's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable the City to evaluate the impact of changed work to the scheduled critical path. Contractor is responsible for all costs associated with the preparation of TIAs, and the process of incorporating TIAs into the current schedule update.

If the time extension is compensable, the Contract Sum will be adjusted as set forth in Section 9.09 of these General Conditions.

#### **SECTION 7.19. SUBSTANTIAL COMPLETION.**

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant Substantial Completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

#### **SECTION 7.20. CLEANING UP.**

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

#### **SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.**

Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

#### **SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.**

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

#### **SECTION 7.23. WARRANTY WORK.**

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements

at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for the City's work.

## **ARTICLE 8. MEASUREMENT AND PAYMENT**

### **SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.**

It is Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

#### **SECTION 8.01A. Unit Price Contracts.**

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, "Contract Change Order", of these General Conditions.

#### **SECTION 8.01B. Lump Sum or Job Contracts.**

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

#### **SECTION 8.01C. Payment for Mobilization.**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of

all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, "Retention", of these General Conditions.

## **SECTION 8.02. SCOPE OF PAYMENT.**

### **SECTION 8.02A. General.**

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

### **SECTION 8.02B. Unit Price Contract.**

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, "Payment for Changes – Unit Prices", in these General Conditions.

### **SECTION 8.02C. Lump Sum or Job Contract.**

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

### **SECTION 8.02D Final Pay Items**

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, "Final Pay Item Quantities", of the State Specifications.

### **SECTION 8.02E. Allowances.**

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to

any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

**SECTION 8.02F. Payment for Material Not Incorporated in the Work.**

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

**SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.**

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

**SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.**

If the City occupies or uses a portion of the Project under Section 4.13, "Use of Completed Portions", of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

**SECTION 8.05. PROGRESS PAYMENT PROCEDURES.**

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars (\$1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then the City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. The City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

#### **SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.**

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

#### **SECTION 8.07. RETENTION.**

##### **SECTION 8.07A. Retention to Ensure Performance.**

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices and full amount of liquidated damages.

#### **SECTION 8.07B. Non-Compliance.**

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

#### **SECTION 8.07C. Substitution of Securities.**

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

#### **SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.**

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.22, "Right to Retain Imperfect Work", of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City incur actual and/or liquidated damages;

- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by the City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

#### **SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.**

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

#### **SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.**

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, 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 Contractor and the City that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both

Contractor and Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

#### **SECTION 8.11. FINAL ESTIMATE AND PAYMENT.**

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after the approved final

payment request is submitted to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9.18, "Engineer's Decision", of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

#### **SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.**

If Contractor fails to timely submit a statement of exceptions, Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability

on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

**SECTION 8.13. DISPUTED PAYMENTS.**

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, "Changes and Claims", of these General Conditions. The decision of the City will be final.

## **ARTICLE 9. CHANGES AND CLAIMS**

### **SECTION 9.01. AUTHORITY FOR CHANGES.**

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

### **SECTION 9.02. ORDERING OF CHANGES.**

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4.06, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

### **SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).**

#### **SECTION 9.03A. General.**

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars (\$100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives the City's written approval of a CICIP. The City shall be the sole judge of the acceptability of a CICIP and of the net capital cost reduction from the adoption of all or any part of the CICIP.

### **SECTION 9.03B. Description.**

A CICIP is a formally written proposal for a Contract Change Order. A CICIP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICIP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to Contractor.

### **SECTION 9.03C. Submittal.**

Contractor shall submit a brief description of the proposed CICIP prior to preparing the detailed submittal as outlined below.

A CICIP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICIP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICIP can be approved for implementation.
5. A summary of estimated costs, including the following:
  - a. Project construction costs before and after the CICIP. This shall be a detailed estimate identifying the following items for each trade involved in the CICIP:
    - Quantities of material and equipment.
    - Unit prices of materials and equipment.
    - Labor hours and rates for installation.

- Subcontractor and prime Contractor markups.
  - Operation and maintenance costs before and after the CICIP.
  - Cost for implementing the CICIP not included elsewhere.
- b. Contractor's share of the savings based on the sharing provision in Section 9.03E, "Sharing Provisions and Formula," of these General Conditions.
  - c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.
6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict the City's use of any CICIP or the supporting data submitted pursuant to the CICIP program. Suggested wording for inclusion in CICIPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICIP is accepted."

The City may modify, accept, or reject the CICIP. However, if the CICIP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for Contractor's cost of developing the CICIP.

**SECTION 9.03D. Acceptance.**

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICIP is accepted. The City's written approval of the CICIP is required. If the CICIP is rejected, Contractor shall not appeal the decision.

**SECTION 9.03E. Sharing Provisions and Formula.**

Upon acceptance of the CICIP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

$$\text{Net Capital Savings} = \text{Contract Cost Prior to CICIP} - (\text{Revised Contract Cost After CICIP} + \text{CICIP Development Cost} + \text{CICIP Implementation Cost})$$

Contractor's development cost is limited to that directly associated with the preparation of the CICIP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICIP implementation costs include, when appropriate the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICIP are excluded.

## **SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.**

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9.11, "Time Extension for Changes", of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

## **SECTION 9.05. COST AND PRICING DATA.**

Cost and pricing data submitted by Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Upon request by the City, Contractor shall provide the following information to support its submitted costs:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.

3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees base rate and Contractor's contributions for fringe benefits, subsistence and travel.
9. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
10. Invoices for all rental equipment.
11. Other information, as required, to document the labor, equipment and materials used.

Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, "Access to Records", of these General Conditions.

#### **SECTION 9.06. ACCESS TO RECORDS.**

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and electronic and/or paper copies at the City's cost.

#### **SECTION 9.07. PAYMENT FOR CHANGES.**

The method of payment agreed upon by Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

#### **SECTION 9.07A. Lump Sum Price.**

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and

any surcharges and/or markups as allowed in Section 9.08, "Markups for Changed Work" in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

#### **SECTION 9.07B. Unit Prices.**

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

#### **SECTION 9.07C. Force Account.**

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, "Labor", 9.07C.2, "Materials", and 9.07C.3, "Equipment"; plus the percentages stipulated in Section 9.08, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWR's in preparing billings for force account work.

#### **SECTION 9.07C.1. Labor.**

Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, Contractor will receive no additional

compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

**SECTION 9.07C.1(a). Actual Wages.**

Charges for labor will be Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

**SECTION 9.07C.1(b). Labor Surcharge.**

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

**SECTION 9.07C.1(c). Subsistence and Travel.**

The City will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

**SECTION 9.07C.2. Materials.**

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.

**SECTION 9.07C.3. Equipment.**

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, Contractor shall be paid such rental rates as are agreed upon by Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source

and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars (\$500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

**SECTION 9.07C.4. Subcontracts.**

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, “Force Account”, apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, “Markups for Changed Work”, of these General Conditions.

**SECTION 9.08. MARKUPS FOR CHANGED WORK.**

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

**SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.**

Payments will be made as follows for compensable excusable delays, as defined in Section 7.12B, “Excusable Delays”, of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

**SECTION 9.09A. Construction Equipment.**

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

**SECTION 9.09B. Jobsite Indirect Costs.**

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.
2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.
3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, "Markup for Compensable Excusable Delays", of these General Conditions.

**SECTION 9.09C. Markup for Compensable Excusable Delays.**

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, "Archeological and Cultural Resources", of these General Conditions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

**SECTION 9.09D. Duplicated Overhead Costs.**

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

**SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.**

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that Contractor has investigated

all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City's determination will be final.

#### **SECTION 9.11. TIME EXTENSIONS FOR CHANGES.**

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, "Prosecution of Changes to the Contract", of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule and shall be supported by a Time Impact Analysis under Section 7.18, "Extension of Time", of these General Conditions. Failure to request a time extension within the time allowed constitutes a waiver of Contractor's right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

#### **SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.**

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties' obligations under the Contract.

#### **SECTION 9.13. CONTRACT CHANGE ORDER.**

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Contract Sum and Contract Time.

#### **SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.**

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

### **SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.**

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

### **SECTION 9.16. NOTICE OF POTENTIAL CLAIM.**

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

### **SECTION 9.17. SUBMISSION OF CLAIMS.**

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes 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) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

### **SECTION 9.17A. Definitions.**

“Claim” means a separate demand by 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, 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 City.

“Mediation” means 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.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“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 Contractor or is a lower tier subcontractor.

### **SECTION 9.17B. Claims Procedure.**

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written

request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

3. Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.
6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. 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, then the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the the City issues its written statement.

8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor 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. Unless otherwise agreed to by the City and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
9. If mediation is unsuccessful, then Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.
11. Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:
  - a. The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
  - b. The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving

an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

- d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

### **SECTION 9.17C. Documentation of Claims by Contractor.**

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on the City's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
  - a. Index of issues
  - b. For each issue:
    - Background
    - Chronology
    - Contractor's position (reason for the City's potential liability)
    - Supporting documentation of merit
    - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

#### Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ( [contractor company name] ) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated \_\_\_\_\_, 20\_\_, and requesting \$\_\_\_\_\_ and/or \_\_\_ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
[name of declarant]

If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to the City for three (3) times the amount of

damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim.

**SECTION 9.18. ENGINEER'S DECISION.**

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

**SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION**

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and Contractor amend the Contract to agree on a form of alternative dispute resolution.

**SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.**

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

**SECTION 9.22. ASSIGNMENT OF CLAIMS.**

Contractor shall not assign any portion of the moneys due Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

## **ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE**

### **SECTION 10.1. DUST CONTROL.**

#### **SECTION 10.1A. General.**

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

#### **SECTION 10.1B. Dust Palliative.**

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

#### **SECTION 10.1C. Measurement and Payment.**

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

### **SECTION 10.2. AIR POLLUTION CONTROL.**

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

#### **SECTION 10.03. BURNING.**

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

### **SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.**

#### **SECTION 10.04A. General.**

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall

protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

#### **SECTION 10.04B City Requirements.**

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor's failure to prepare and implement a program nor for any delays as a result of City review.

#### **SECTION 10.04C. Regulations, Ordinances, Permits, and Specifications.**

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to

erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions.)

#### **SECTION 10.04D. Storm Water Pollution Prevention Plan.**

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

#### **SECTION 10.04E. Erosion and Sediment Control Plan.**

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail

to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

**SECTION 10.04F. Minimum City Requirements – Best Management Practices for Construction Activities.**

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.
2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.
3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.
4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.
5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.
6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

**SECTION 10.04G. Compliance.**

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely

responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8.8, "Withholdings/Denials of Progress Payment Requests", of these General Conditions.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8.8, of these General Conditions.

#### **SECTION 10.4H. Payment.**

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

#### **SECTION 10.05. CONTROL OF WATER IN THE WORK.**

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

#### **SECTION 10.06. NOISE CONTROL.**

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

## **SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.**

### **SECTION 10.07A. Contaminated or Hazardous Materials.**

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

### **SECTION 10.07B. Hazardous Environments.**

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

## **SECTION 10.08. USE OF EXPLOSIVES.**

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

## **SECTION 10.09. SANITARY REGULATIONS.**

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

## **SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES.**

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7.12B, "Excusable Delays", of these General Conditions.

#### **SECTION 10.11. PROTECTION OF EXISTING TREES.**

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree's health. The natural ground three (3) feet outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2") in diameter shall be pruned by a Certified Arborist.

## **ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS**

### **SECTION 11.01. GENERAL.**

Preconstruction photographs will only be required when specified in the Special Provisions.

Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

### **SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.**

Preconstruction digital photographs shall be taken by Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

### **SECTION 11.03. RECORD DRAWINGS.**

Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

**Red** - Additions including notes and dimensions.

**Green** - Deletions (by hash marks or appropriate lines through the deletion.)

**Graphite (gray)** - General comments and notes used by Contractor or City and not required on the as-built.

**Yellow** – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.

**Blue** – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of

all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

#### **SECION 11.04. MEASUREMENT AND PAYMENT.**

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

**END OF SECTION**

# **SPECIAL PROVISIONS**

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.

**ITEMS:**

**BID ITEM 1: MOBILIZATION/DEMOBILIZATION**

Mobilization shall include survey, mobilization of equipment, tools, supplies, personnel and establishing on-site project office (Contractor’s option), setting up staging area and providing and maintaining the staging area during construction, in addition to adhering to all requirements and all biologist preconstruction surveys set forth in the *Mitigation Monitoring Program* (see appendix) included in these Special Provisions. All work shall conform to Section 9-1.16D of the Caltrans Standard Specifications and these Special Provisions. It shall also include the administrative portions of the work associated with contract submittals, construction contract administration and other office related work. It shall include work associated with demobilization of the above, including cleanup of staging area and removal of all the Contractor’s equipment, materials and supplies from the project site after completion of work.

**MEASUREMENT AND PAYMENT**

“MOBILIZATION/DEMOBILIZATION” shall be measured and paid for as **LUMP SUM** and shall include full compensation for coordinating and completing biological preconstruction surveys in addition to full compensation for furnishing all labor, materials, tools, equipment, administrative cost, permit fees, and incidentals for doing all work involving mobilization as specified in these Special Provisions, the Caltrans Standard Plans and Specifications, and as directed by the Engineer. No additional compensation will be allowed, therefore.

The City shall not pay additional mobilization compensation for a contract change order or for a second mobilization if the project is extended due to weather. Payment for mobilization will be subject to retention.

**BID ITEMS 2: SWPPP IMPLEMENTATION AND MAINTENANCE**

The Contractor shall implement and maintain the provided, approved project SWPPP (see appendix) and adhere to all requirements identified on the plans and set forth in the approved project SWPPP, the Caltrans Standard Specifications and the City of Rocklin General Provisions.

**MEASUREMENT AND PAYMENT**

“SWPPP IMPLEMENTATION AND MAINTENANCE” shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved in installing Best Management Practices (BMPs), and maintaining BMPs during the entire duration of work. This bid item includes implementing measures prescribed in amendments, and installing, constructing, maintaining,

removing, and disposing of control measures, as show on the plans, as specified in Caltrans Standard Specifications, these Special Provisions, and as directed by the Engineer.

**BID ITEM 2a: STORMWATER SAMPLING & ANALYSIS**

The Contractor shall test samples pursuant to requirements of the approved SWPPP Sampling & Analysis Plan (SAP). Refer to details on scope of work under City of Rocklin General Provisions, “Erosion, Sediment, and Water Pollution Control”.

**MEASUREMENT AND PAYMENT**

“STORMWATER SAMPLING & ANALYSIS” shall be measured and paid for per **EACH** sample tested, at a rate of \$2,000 each.

**BID ITEM 2b: RAIN EVENT ACTION PLAN (REAP)**

The Contractor shall submit REAPs pursuant to requirements of the approved SWPPP. Refer to details on scope of work under City of Rocklin General Provisions, “Erosion, Sediment, and Water Pollution Control”.

**MEASUREMENT AND PAYMENT**

“RAIN EVENT ACTION PLAN (REAP)” shall be measured and paid for per **EACH** REAP submitted, at a rate of \$500 each.

**BID ITEM 2c: STORMWATER ANNUAL REPORT**

The Contractor shall submit all required documentation for annual reports to the City to input into the State SMARTS system pursuant to the requirements of the NPDES General Permit for Stormwater Discharges Associated with Construction Activities (CGP). Refer to details on scope of work under these Special Provisions, approved project SWPPP & City of Rocklin General Provisions.

**MEASUREMENT AND PAYMENT**

“STORMWATER ANNUAL REPORT” shall be measured and paid for per **EACH** annual report submitted, at a rate of \$500 each.

**BID ITEM 3: TRAFFIC CONTROL SYSTEM**

All Traffic Control Devices shall conform to the latest edition of the California Department of Transportation Manual on Uniform Traffic Control Devices (CAMUTCD).

Traffic Control, if required, shall conform to Section 12, Section 7-1.03 and Section 7-1.04 of the Caltrans Standard Specifications and as per the approved traffic control plans.

Work shall include providing both pedestrian and vehicular traffic control as necessary for all items of work including all underground and above ground work on the project for the entire duration of the project, except when a bid item has traffic control listed in its scope of work.

Traffic Control Plans (hereinafter "TCP") shall be developed for each phase of the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, bicyclists, and workers during construction. The TCP shall include all work within and adjacent to the construction zone. Individual TCPs shall be submitted to the City for review a minimum of ten (10) working days prior to starting any work covered by a particular TCP. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

The Contractor shall install the appropriate traffic control measures to the satisfaction of the City that provide safe and adequate separation from the construction zone to the existing parking area that will remain open to the public for use during construction.

The Contractor shall be responsible for preparing a separate pedestrian control plan and coordinating with the City to provide a safe and adequate continuous, accessible, code compliant and safe path of travel around or through localized construction work zones and to the property adjacent to the project site, utilized by the public. The Contractor shall use temporary asphalt, aggregate base, wood/metal ramps, signs, cones, barricades, flashers, and flaggers to direct and channel the pedestrian public as necessary to provide safe complaint travel meeting all requirements of the California Building Code, Chapter 11B, pertaining to the Americans with Disabilities Act (ADA) for the duration of the project.

The Contractor shall be solely responsible for pedestrian and vehicular movement through and adjacent to the project area and shall assume full liability for any and all claims arising out of the construction of the project.

All traffic control devices shall be properly maintained by the Contractor for the duration of the project. The Contractor shall be required to pay any costs incurred by the City associated with the maintenance or removal of any traffic control devices.

## **MEASUREMENT AND PAYMENT**

“TRAFFIC CONTROL SYSTEM” shall be measured and paid for as **LUMP SUM** and shall include all vehicular and pedestrian traffic control related items, labor, materials, tools, equipment, incidentals, temporary pavement, temporary pavement transitions, aggregate, staging, temporary striping, markings, signage, barricades, lane modifications, flashers, flagging, advanced signing, cones, construction area signs, detour signing, removal of temporary stripes, markings and markers and notifications throughout the course of the work to meet public safety and convenience requirements as specified in the City of Rocklin General Conditions, these Special Provisions, and as directed by the City and/or Engineer. No additional compensation will be allowed therefore.

The City shall not pay additional traffic control compensation for a contract change order or for a second mobilization if the project is extended due to weather. Payment for traffic control will be subject to retention.

#### **BID ITEM 4: CLEARING AND GRUBBING**

Clearing and grubbing shall include site preparation, clearing and grubbing, removal and disposal of existing landscaping, and cutting and capping existing irrigation system. Including but not limited to removal and disposal of abandoned construction debris, organic topsoil, abandoned light fixtures, and abandoned signage within project limits.

Unless otherwise specified in these Special Provisions or shown on the plans, clearing and grubbing shall conform to Section 17 of the Caltrans Standard Specifications and shall include, but not be limited to, all the work set forth herein. Clearing and grubbing shall apply to areas cleared and grubbed within the excavation, grading and contract limits.

Demolition and perforations to the existing pool shall be performed as part of this clearing and grubbing section and performed per the geotechnical letter provided in the appendix of these provisions. No additional compensation will be provided but the City to meet the requirements for pool demolition and perforations in accordance with the geotechnical recommendations provided by Geocon Consultants, Inc. Limited Geotechnical Investigation project no. S2720-05-04 dated September 22, 2025 and revised on January 29, 2026 (see appendix).

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations. **Temporary Environmentally Sensitive Area (ESA) fencing delineating creek and protected areas shall be placed prior to any construction activity.** Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas. Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the site and within their work limits as provided in Section 4-1.13, "Clean Up," of the Caltrans Standard Specifications. Vegetative growth from clearing and grubbing operations shall be disposed of off-site or may be disposed of beyond the project limits within the park subject to approved by the City and in conformance with the provisions in "Earthwork" of these special provisions.

The existing landscape irrigation system shall remain a continuous operating system during and after construction. All labor, materials, tools, equipment and incidental tasks, necessary to cut cap and maintain the existing irrigation system shall be considered included under Clearing and Grubbing.

The Contractor shall be responsible for the placing, maintenance, and removal of any temporary fencing that may be necessary to complete the proposed improvements. Any fences removed for the Contractor's convenience during construction shall be replaced in accordance with Section SS-85.

The installation and maintenance of temporary fencing (all types; security, existing site feature projection, ESA etc.) shall be considered as included in the price paid for clearing and grubbing and no additional payment shall be made therefore.

Removal of existing debris piles and boulder piles shall be considered as included in the lump sum price paid for clearing and grubbing and no additional payment shall be made therefore.

### **MEASUREMENT AND PAYMENT**

“CLEARING AND GRUBBING” shall be measured and paid for per **ACRE** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing, grubbing and preparation of the site as necessary to complete the proposed improvements as shown on the plans, as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation will be allowed therefore.

### **BID ITEM 5: PERMANENT SOIL STABILIZATION (HYDROSEED)**

Permanent soil stabilization (Hydroseed) shall include application to all disturbed areas beyond the proposed landscape area identified on the plans once the grading has been completed in accordance with the plans. This shall consist of a three (3) step hydro mulch, tackifier & seeding. The hydro mulch & tackifier shall be in general conformance to the material identified in the SWPPP (Appendix). The Contractor shall provide a native seed mix suitable for the area. The seed mix shall be reviewed and accepted by the City prior to use.

Until the grading operation is deemed complete by the Engineer the Contractor shall apply temporary and interim protection as specified in the SWPPP, Chapter 10 of the City of Rocklin General Provisions and these Special Provisions.

### **MATERIALS**

Materials shall comply with Section 21-2.02, "Materials," of the Caltrans Standard Specifications and these special provisions.

### **SEED**

Seed must comply with Section 21-2.02F, "Seed," of the Caltrans Standard Specifications. The Contractor shall submit the seed mix to the City of approval.

### **FERTILIZER**

Fertilizer must comply with Section 20-3.01B(4), "Fertilizer," of the Caltrans Standard Specifications and have a guaranteed chemical analysis within 2 percent of 7 percent nitrogen, 2 percent phosphoric acid and 3 percent water soluble potash.

### **STRAW**

Straw must comply with Section 21-2.02H, "Straw," of the Caltrans Standard Specifications and these Special Provisions.

Wheat and barley straw must be derived from irrigated crops.

Before delivery of wheat or barley straw to the job site, provide the name, address and telephone number of the grower.

**TACKIFIER**

Tackifier must comply with Section 21-2.02E, "Tackifier," of the Caltrans Standard Specifications and these Special Provisions.

Stabilizing emulsion:

- 1. Must be in a dry powder form
- 2. Must be a processed organic adhesive used as a soil tackifier
- 3. May be re-emulsifiable

**APPLICATION**

Apply materials in separate applications in the following sequence:

- 1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Material	Pounds Per Acre (Slope Measurement)
Seed	25
Fiber	252
Commercial Fertilizer	504

- 2. Apply straw at the rate of 1.75 tons per acre based on slope measurements. Incorporation of straw will not be required. Distribute straw evenly without clumping or piling.
- 3. Apply the following mixture with hydro-seeding equipment at the corresponding rates:

Material	Pounds Per Acre (Slope Measurement)
Fiber	225
Commercial Fertilizer	0
Stabilizing Emulsion (Solids)	77

The ratio of total water to total stabilizing emulsion in the mixture must be as recommended by the manufacturer and or supplier.

Once straw work is started in an area, complete stabilizing emulsion applications in that area on the same working day.

The Contractor shall verify the application rates to meet field conditions with the manufacturer/supplier and City representative prior to placement

## **MEASUREMENT AND PAYMENT**

“PERMANENT SOIL STABILIZATION (HYDROSEED) shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying soil stabilization complete in place, as shown on the plans, as specified in the Caltrans Standard Specifications, these Special Provisions, and as directed by the Engineer.

## **BID ITEM 6: REMOVE AC PATH**

Existing asphalt concrete (AC) path shall be removed and disposed of where shown on plans. Removal shall consist of the complete section of AC as well as any base and/or subbase material, until natural subgrade is exposed. Saw cutting by a power-driven saw (or other acceptable means), resulting in a neat, straight cut, shall be used anywhere the removed AC path borders existing AC path to remain or new AC path or concrete sidewalk to be installed, as part of this project.

Removal operations shall be performed with minimum damage to any portion of the AC pavement that is to remain in place. All damage to the existing AC to remain in place shall be repaired to its preconstruction condition at the Contractor’s expense.

## **MEASUREMENT AND PAYMENT**

“REMOVE AC PATH” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in saw cutting, removing and the proper off-site disposal of the AC and any base or subbase to the existing subgrade, backfill (including engineered fill) to restore to preconstruction or proposed grade as applicable and no additional compensation will be made therefore.

## **BID ITEM 7: REMOVE CONCRETE WALK**

Existing concrete walkway/sidewalk, not called out to remain, shall be removed from within the project limits. Removal shall consist of the complete section of concrete as well as any base and/or subbase material, until natural subgrade is exposed. Concrete walk might be covered in foliage overgrowth or bark mulch and shall still be removed.

## **MEASUREMENT AND PAYMENT**

“REMOVE CONCRETE WALK” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and proper off-site disposal of concrete and base or subbase to the existing subgrade, backfill (including engineered fill) to

restore to the preconstruction or proposed grade, as applicable, and no additional compensation will be made therefore.

**BID ITEM 8: REMOVE EXISTING TENNIS COURT STRIPING**

Existing tennis court surface, striping and markings shall be removed via sandblasting or approved equal.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT STRIPING” shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing all striping and markings, cleanup and proper off-site disposal of existing paint materials, to complete the proposed improvements as shown on the plans, and/or as directed by the Engineer, and no additional compensation will be made therefore.

**BID ITEM 9: REMOVE EXISTING TENNIS COURT PLAYING EQUIPMENT**

Existing tennis court nets and associated playing equipment shall be removed and disposed of. Any and all post holes shall be backfilled to grade with concrete or slurry with a concrete cap matching the existing tennis court section thickness.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT PLAYING EQUIPMENT” shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing all nets, posts and equipment, proper off-site disposal and backfill of any voids to grade. Any damage to the courts incurred during any removal activities shall be repaired to the satisfaction of the engineer. Remove equipment as shown on the plans, or as directed by the Engineer, and no additional compensation will be made therefore.

**BID ITEM 10: REMOVE EXISTING TENNIS COURT CHAIN LINK**

Existing tennis court chain link and gates shall be removed and disposed of, where shown on plans. Existing poles and footings shall be protected in place for reuse, where shown on plans.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT CHAIN LINK” shall be measured and paid for per **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing all chain link and proper off-site disposal as necessary to complete the proposed improvement as shown on the plans, as directed by the Engineer, and no additional compensation will be made therefore.

**BID ITEM 11: REMOVE EXISTING TENNIS COURT FENCING POLES AND FOOTINGS**

Existing tennis court fencing poles and footings shall be removed and disposed of, where shown on plans. Backfill and compact resulting hole to preconstruction grades.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT FENCING POLES AND FOOTINGS” shall be measured and paid for per **EACH** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the fencing poles and footings, excavation and backfill (including engineered fill), and the proper off-site disposal necessary to complete the proposed improvement as shown on the plans, as directed by the Engineer. Any damage to the courts incurred during any removal activities shall be repaired to the satisfaction of the engineer. No additional compensation will be made therefore.

**BID ITEM 12: REMOVE EXISTING TENNIS COURT LIGHT FIXTURES**

Existing tennis court light fixture shall be removed from existing posts and disposed of, where shown on plans. Existing posts, foundations, conduit and wiring shall remain in place for reuse.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT LIGHT FIXTURES” shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the light fixtures for proper off-site disposal, necessary to complete the proposed improvement as shown on the plans, as directed by the Engineer. No additional compensation will be made therefore.

**BID ITEM 13: REMOVE EXISTING TENNIS COURT LIGHTING, CONDUITS AND FOOTINGS**

Existing tennis court lighting, conduit, wiring, panels, poles, footings and shall be removed and disposed of, where shown on plans.

**MEASUREMENT AND PAYMENT**

“REMOVE EXISTING TENNIS COURT LIGHTING CONDUITS AND FOOTINGS” shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the lighting conduit, poles and footings, excavation, backfill (including engineered fill) to restore preconstruction, or design grade, and proper off-site disposal to complete the proposed improvement as shown on the plans, as directed by the Engineer. No additional compensation will be made therefore.

#### **BID ITEM 14: REMOVE RETAINING WALL/CURB**

Existing retaining walls shall be removed and disposed of, where shown on plans.

Removal of retaining walls will be measured in linear length of feet.

#### **MEASUREMENT AND PAYMENT**

“REMOVE RETAINING WALL/CURB” shall be measured and paid for per **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing wall and footing to subgrade, excavation and backfill (including engineered fill) to restore preconstruction grade and proper off-site disposal as applicable and no additional compensation will be made therefore.

#### **BID ITEM 15: REMOVE STAIRS**

Existing concrete stairs shall be removed and disposed of, where shown on plans.

Removal of concrete stairs will be measured in square feet of the 2-dimensional footprint of the staircase. The footprint width shall be measured from outermost edge to edge of the staircase (included curbing). The footprint length shall be measured from the back of the topmost tread to the front of the bottommost tread.

#### **MEASUREMENT AND PAYMENT**

“REMOVE STAIRS” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing concrete stairs and stair material, removing side walls and base or subbase material to the existing subgrade, excavation and backfill (including engineered fill) to restore grades to adjacent existing grades and proper off-site disposal as applicable, and no additional compensation will be made therefore.

#### **BID ITEM 16: REMOVE MISCELLANEOUS CONCRETE WALK/FOOTING/PAD**

Miscellaneous concrete pads and structures, shown on the plans to be removed, shall be removed and disposed of off-site. Any concrete adjacent to AC or concrete to remain shall be saw cut in a neat, straight line. Full depth concrete and base and/or subbase material shall be completely removed to expose subgrade. Backfill and compact the excavated holes to maintain positive drainage. Clear and prepare the site per Caltrans Standard Specifications, these Special Provisions, and/or as directed by the Engineer.

#### **MEASUREMENT AND PAYMENT**

“REMOVE MISCELLANEOUS CONCRETE WALK/FOOTING/PAD” shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing miscellaneous concrete pads/structures and proper off-site disposal, including saw cutting as applicable,

excavation and backfill (including engineered fill) to restore finish grade and no additional compensation will be made therefore.

**BID ITEM 17: REMOVE ROCK BOULDERS**

Existing rock boulders used as bollards at the existing driveway shall be removed and salvaged. The salvaged rocks shall be temporary stockpiled and relocated to the locations as shown on the plans.

The Contractor shall coordinate with the Engineer and the City of Rocklin to confirm final selection, location and placement of the boulders. Any boulders determined not acceptable shall be disposed of. Additional rocks resulting from excavations may be used for placement within the site under the direction and approval of the City of Rocklin representative.

The Contractor’s attention is directed to Section SS-13 “Surplus Material Disposal” of The City of Rocklin Standard Specifications for disposal of excess rocks outside of easements or right of way. No separate payment will be made for disposal of rocks deemed not acceptable and all compensation therefore is to be included in this item.

**MEASUREMENT AND PAYMENT**

“REMOVE ROCK BOULDERS” shall be measured and paid for per **EACH** and shall include full compensation for excavation, removal, handling, disposal, when required, and coordination shall be considered as included in the lump sum contract unit price paid for removal and relocation of existing rocks and no additional compensation will be allowed therefor.

**BID ITEM 18: REMOVE TREE**

Existing trees, varying in size and species, where shown on plans shall be removed and disposed of. This work shall include all necessary excavation to remove all roots one-half (1/2) inch or greater in diameter within two feet of proposed grades. The resulting excavation shall be backfilled with engineered fill to restore existing grade under the observation of the site geotechnical representative.

**MEASUREMENT AND PAYMENT**

“REMOVE TREE” shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing tree and roots, excavations, disposal, backfill (including engineered fill) and compaction. Those activities shall be considered as included in the contract unit price paid for removal of existing trees and no additional compensation will be allowed therefore.

## **BID ITEM 19: REMOVE EXISTING FDC**

Existing fire department connection (FDC) including lateral line shall be removed and manufacturer's cap installed 6-inches from the existing tee at the mainline. Remove tracer wire, if present, and backfill and compact to maintain positive drainage.

### **MEASUREMENT AND PAYMENT**

“REMOVE EXISTING FDC” shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing fire department connection (FDC), removal of lateral to tee, installation of manufacturers cap, disposal, trenching/excavation and backfill (including engineered) fill and compaction shall be considered as included in the contract unit price paid for removal of existing fire department connection (FDC) and no additional compensation will be allowed therefore.

## **BID ITEM 20 & 21: SITE GRADING (Final Pay)**

Under this item of the Proposal, the Contractor shall bid a price per cubic yard for site grading & excavation.

The quantity shown for Site Grading – Cut & Site Grading – Fill in the Contract Pay Items will be final pay quantity and shall conform to the provisions of Section 9-1.02C, “FINAL PAY ITEM QUANTITIES,” of the Caltrans Standard Specifications, and no additional compensation will be made therefore.

### **MISCELLANEOUS GRADING**

Grading for curb, AC path, pickleball courts, existing pool excavation required for perforations and backfill compaction, sidewalk, ditches, swales, finish grading and any other features as shown on the plans will be paid for as excavation as specified herein and no separate payment will be made therefore.

### **SUBGRADE PREPARATION**

The requirements for subgrade preparation shall be as set forth in Caltrans Standard Specifications, Section 19-5, “Compaction”, and Section 19-6, “Embankment Construction”, City of Rocklin General Provisions, and in accordance with Geocon Consultants, Inc. Limited Geotechnical Investigation project no. S2720-05-04 dated September 22, 2025 and revised on January 29, 2026 (see appendix).

### **SURPLUS MATERIAL DISPOSAL**

Surplus material shall become the property of the contractor. No separate payment will be made for disposal of surplus material and all compensation therefore is to be included in other earthwork items.

## **MEASUREMENT AND PAYMENT**

“SITE GRADING” shall be measured and paid for by the **CUBIC YARD** and shall include full compensation for moving dirt from the cut area to the infill areas, grading & compacting infill site material, ripping, scarifying existing ground, excavation & compacting ground for embankment and subgrade preparation and for placing earth fill beyond the site improvements to the grading limits as shown on the plans and as directed by the Engineer, and for furnishing all water necessary for the compaction of the material and subgrade preparation. When not considered or included in a separate pay item, the bid price shall also include the removal and disposal of existing site (aggregate base, and subgrade material), shaping and trimming slopes to solid material, and to the lines and elevations shown on the plans. The requirements of this specification shall be as set forth in Sections 15 and 19 of the Caltrans Standard Specifications, except that the contract unit price paid is per cubic yard. It shall be assumed that hard rock may be encountered during grading activities and no additional payment shall be provided by the City for additional means and methods by the contractor to meet the grades as stated in the plans.

*Contractor shall have the option of verifying these quantities within 15 days of starting of any grading activities, and notifying the Engineer of any discrepancies at least 10 days before start of grading activities so these could be verified by the City of Rocklin.*

## **BID ITEM 22: CONCRETE RETAINING WALLS (1.5’ – 5’)**

Under this item of the Proposal, the Contractor shall prepare, form and construct retaining walls including footings and installation of the various types shown on the plans.

Retaining wall construction and materials shall be in accordance with Caltrans Standard Specifications and retaining walls details as shown on plans as applicable. Attention is also directed to the additional specifications as noted on the plans.

*Contractor shall notify the City and/or geotechnical engineer for material testing of the structural backfill at least one week before construction testing is anticipated. City approval of material specifications for the backfill material (see conditions and notes) and the concrete material is required before construction.*

## **MEASUREMENT AND PAYMENT**

“CONCRETE RETAINING WALLS (1.5’ – 5’)” shall be measured and paid for by the **LINEAR FOOT** and shall be calculated as measured along the horizontal length of the top of retaining wall. Full compensation for any necessary excavation, grading, backfill material, compaction and drainage piping involved for constructing the walls, will be considered as included in the contract price, and no additional compensation will be allowed therefore.

*The City reserves the right to make any minor changes to the sizes of the wall dimensions pursuant to the completion of project soil testing & analysis.*

### **BID ITEM 23: VERTICAL CURB**

Under this item of the Proposal, the Contractor shall construct a vertical curb of portland cement concrete as detailed on the plans. The materials and methods of placing shall conform to Section SS-35 of the City of Rocklin Standard Specifications and to the provisions in Section 90, “Concrete”, of the Caltrans Standard Specifications and these Special Provisions.

#### **MEASUREMENT AND PAYMENT**

"VERTICAL CURB" shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials (*including Class 2 Aggregate Base*) tools, equipment, incidentals, including steel anchoring dowels (as applicable), applying curing compound, soils sterilant, placing backfill and for doing all work in constructing portland cement concrete curbs, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

### **BID ITEM 24: RETAINING CURB (0.5' – 1.5')**

Under this item of the Proposal, the Contractor shall prepare and construct a portland cement concrete retaining curb as shown on plans. The materials and methods of placing shall conform to Section SS-35 of the City of Rocklin Standard Specifications and to the provisions in Section 90, “Concrete”, of the Caltrans Standard Specifications and these Special Provisions.

#### **MEASUREMENT AND PAYMENT**

“RETAINING CURB (0.5' – 1.5' )” shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials (*including Class 2 Aggregate Base*) tools, equipment, incidentals, including steel anchoring dowels (as applicable), rebar, applying curing compound, soils sterilant, placing backfill and for doing all work in constructing portland cement concrete retaining curbs, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

### **BID ITEM 25: CONCRETE STAIRS**

Under this item of the Proposal, the Contractor shall prepare and construct a portland cement concrete stair case as detailed on plans. The materials and methods of placing shall conform to Section SS-3325 of the City of Rocklin Standard Specifications and to the provisions in Section 90, “Concrete”, of the Caltrans Standard Specifications and these special provisions.

#### **MEASUREMENT AND PAYMENT**

“CONCRETE STAIRS” shall be measured and paid for per **EACH** complete stair case and shall include full compensation for furnishing all labor, materials (*including Class 2 Aggregate Base*), tools, equipment, incidentals, including steel anchoring and dowels (as applicable), applying curing compound, soils sterilant, placing backfill and for doing all work in constructing portland cement concrete staircase, complete in place as shown on the plans and no additional compensation shall be allowed therefore. Refer to handrail bid item for required handrail installation.

### **BID ITEM 26: CONCRETE SIDEWALK RAMP**

Under this item of the Proposal, the Contractor shall prepare and construct portland cement concrete sidewalk ramps with associated curbs as shown on the plans. The materials and methods of placing shall conform to Section SS-37 & SS-38 of the City of Rocklin Standard Specifications and to the provisions in Section 90, "Concrete", of the Caltrans Standard Specifications and these Special Provisions. Steel handrails shall meet all California Building Code dimensions, criteria and material.

#### **MEASUREMENT AND PAYMENT**

"CONCRETE SIDEWALK RAMP" shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials (*excluding Class 2 Aggregate Base*), tools, equipment, incidentals, applying curing compound, soils sterilant, placing backfill and for doing all work in constructing ramp, complete in place as shown on the plans and no additional compensation shall be allowed therefore. Refer to handrail bid items for required handrail installation.

#### **BID ITEM 27: HANDRAILS**

Under this item of the Proposal, the Contractor shall construct galvanized and painted metal handrails per plan. The materials and methods shall meet all California Building Code dimensions, criteria and material. The materials and methods of placing shall conform to Section SS-46 of the City of Rocklin Standard Specifications and Section 83, "Railings and Barriers" of the Caltrans Standard Specifications

#### **MEASUREMENT AND PAYMENT**

"HANDRAILS" shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials tools, equipment, incidentals, handrail construction, galvanizing, painting and for doing all work in constructing handrails and installation onto ramps/walls per plan, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

#### **BID ITEM 28: 42" GUARDRAIL**

Under this item of the Proposal, the Contractor shall construct a 42" galvanized and painted guardrail as detailed on the plans. The materials for installation shall conform to details shown on plans and manufactures specifications. The materials and methods of placing shall conform to Section SS-45 of the City of Rocklin Standard Specifications.

#### **MEASUREMENT AND PAYMENT**

"GUARDRAIL ON STAIR LANDING" shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, footings, handwear and for doing all work in constructing galvanized guardrail, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

## **BID ITEM 29: CONCRETE SIDEWALK**

Under this item of the Proposal, the Contractor shall prepare and install portland cement concrete sidewalks. The materials and methods of placing shall conform to Section SS-37 of the City of Rocklin Standard Specifications and to the provisions in Section 90, "Concrete", of the Caltrans Standard Specifications and these special provisions.

### **MEASUREMENT AND PAYMENT**

"CONCRETE SIDEWALK" shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials (*excluding Class 2 Aggregate Base*), tools, equipment, incidentals, applying curing compound, soils sterilant, placing backfill and for doing all work in constructing portland cement concrete sidewalk, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

## **BID ITEM 30: HMA TYPE A**

### **ITEM**

Under this item of the Proposal, the Contractor shall furnish, place, and finish hot mix asphalt (HMA), ½"-Type "A". The liquid asphalt to be used shall be ½ inch conforming to the requirements of Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications. The materials and methods of placing shall conform to Caltrans Standard Specifications and the projects Geotechnical Report (see appendix). Asphalt binder shall be a PG 64-10 viscosity-graded, steam refined paving asphalt, conforming to Section 92 Asphalt Binders of the Caltrans Standard Specifications.

### **MATERIAL AND PLACEMENT**

The HMA and the method of placing shall conform to Sections 39 and 92 of the Caltrans Standard Specifications, except as herein modified. HMA Surface Course RAP percentage shall be 0% to avoid potential blemishes forming from unknown aggregate. HMA may be placed when the atmospheric temperature is lower than 50° F (but not less than 40° F) provided the HMA is placed directly into the asphalt paver hopper from the truck. The Contractor's attention is specifically directed to finish surface requirements under Section 39-2.01A(4)(i)(iii), "Pavement Smoothness" and Section 39-2.01C(16) "Smoothness Corrections" of the Caltrans Standard Specifications.

### **PAVING AND ROLLING**

The HMA shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such manner as to avoid segregation of aggregate during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as handwork. Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screen shall be adjustable to the required section and thickness. The paver shall be provided with a full-width roller or tamper or other suitable compacting devices.

Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

HMA surfacing shall be placed in lifts no less than 1.5 inches or greater than 3 inches in thickness (compacted). The asphalt paver shall operate independently of the vehicles being unloaded or shall be capable of propelling the vehicles being unloaded in satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicles shall not be depended upon to maintain contact between the vehicle and the machine.

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

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

After compaction, the HMA 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, or the corresponding ASTM test method.

No cold mix asphalt or cutback shall be used on this project.

## **PAVING AGGREGATE**

Aggregate for HMA used in the shall be 1/2 inch maximum – Type A. (Nominal Maximum Aggregate size of 3/8”)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 HMA overlay and also along the exposed edges of abutting pavement and concrete curbs. Its use may also be required between subsequent layers of HMA placed by the Contractor when ordered by the Engineer. Asphaltic 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 for HMA.

The amount of asphalt binder used in HMA placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be included in this item.

**MEASUREMENT AND PAYMENT**

“HMA TYPE A” shall be measured and paid for by the **TON** and based on weigh master’s certificates. Finished HMA pavements which do not conform to the specified compaction requirement will be paid for using the following pay factors.

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

The price shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work complete in place as shown on the plans as specified in these Special Provisions and as directed by the Engineer

**BID ITEM 31: CLASS 2 AGGREGATE BASE**

Under this item of the Proposal, the Contractor shall furnish and install Class 2 aggregate base material for the proposed AC path, access road and pickleball courts in place as shown on the plans and as specified herein. This item shall include Class 2 Aggregate Base material that is required for constructing the AC paths, access road, sidewalk, walls, curbs, and pickleball courts as shown on the plans.

Class 2 aggregate 3/4-inch maximum base shall conform to the provisions in Section 26, “Aggregate Bases”, of the Caltrans Standard Specifications, Section SS-21 of the City of Rocklin Standard Specifications and these Special Provisions:

The Contractor shall be responsible for maintaining the required moisture content until the next successive layer of materials is placed. No additional compensation will be allowed for water applied to the aggregate base after the material has been weighed.

**MEASUREMENT AND PAYMENT**

“CLASS 2 AGGREGATE BASE” shall be measured and paid for by the **CUBIC YARD** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work complete in place as shown on the plans as specified in these Special Provisions and as directed by the Engineer. Measurement shall be determined using the design depth shown on plans by the measured surface improvements installed (curb, sidewalk, HMA, pickleball court).

### **BID ITEM 32: PLEXIPAVE SPORTS SURFACING**

Under this item of the Proposal, the Contractor shall furnish and install the complete Plexipave Surfacing system (Plexipave Hardcourt or approved equal) for the pickleball courts. The Contractor shall follow manufacturer's instructions for procuring, storing, preparing, applying, finishing, and all aspects related to the Plexipave surfacing. The surfacing consists of a 1<sup>st</sup> and 2<sup>nd</sup> coat Acrylic Resurfacer applied on new asphalt followed by fortified Plexipave and heavy bodied acrylic latex line paint. Please contact Dave Rosenthal (303.900.2479) for Plexipave information. Materials and methods of placing shall conform to manufacture recommendations.

#### **MEASUREMENT AND PAYMENT**

“PLEXIPAVE SPORTS SURFACING” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, court striping, tools, equipment, incidentals, surfacing (*excluding Class 2 Aggregate Base and HMA*), and for doing all work in constructing the court as shown on civil and landscape plans complete in place to a finished product. No additional compensation shall be allowed therefore.

### **BID ITEM 33: EXISTING TENNIS COURT SURFACE TREATMENT**

Under this time of the Proposal, the Contractor shall furnish, prepare and install a non-slip athletic court paint. The Contractor shall follow manufacturer's instructions for procuring, storing, preparing, applying, finishing and all aspects related to the application of the non-slip athletic court paint. The preparation of the surface shall include but not be limited to any additional sandblasting of the existing surface treatment and/or paint remnants on the existing court surface to the satisfaction of the City representative and as required per the paint manufacturer. The color for the non-slip athletic court paint shall match the color of the pickle ball court to the extent possible. Color and materials shall be reviewed and approved by the City and/or Engineer.

#### **MEASUREMENT AND PAYMENT**

“EXISTING TENNIS COURT SURFACE TREATMENT” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for doing all work in preparation for and applying the non-slip athletic court paint as shown on civil and landscape plans complete in place to a finished product. No additional compensation shall be allowed therefore.

### **BID ITEM 34: ROCK/COBBLE SWALE AND COBBLE DISCHARGE PAD**

Under this item of the Proposal, the Contractor shall furnish, prepare the site and place cobble swale with rock varying from 1-4 inches. The materials and methods of placing shall conform to the City of Rocklin Standard Specifications Section SS-39 and SS-75 and the provisions in Section 72-4 of the Caltrans Standard Specifications and these Special Provisions.

#### **MEASUREMENT AND PAYMENT**

“ROCK/COBBLE SWALE AND COBBLE DISCHARGE PAD” shall be measured and paid for by the **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work in constructing cobble swales complete in place as shown on the plans and no additional compensation shall be allowed therefore.

**BID ITEM 35: NEW CHAIN LINK FENCING AT EXISTING TENNIS COURTS**

Under this item of the Proposal, the Contractor shall furnish 10’ chain link fencing, which matches the proposed pickleball court fencing, to be installed on the existing tennis court fence poles, where shown on the plans.

**MEASUREMENT AND PAYMENT**

“NEW CHAIN LINK FENCING AT EXISTING TENNIS COURTS” shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work to install new chain link fencing onto existing fence poles, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

**BID ITEMS 36 & 37: PICKLEBALL COURT FENCING**

Under this item of the Proposal, the Contractor shall procure and install 10’ and 4’ tall metal pickleball court fencing, posts and footings. The materials for installation shall conform to details shown on landscape plans and manufactures specifications.

**MEASUREMENT AND PAYMENT**

“PICKLEBALL COURT FENCING” shall be measured and paid for by the **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, posts, footings, hardware and for doing all work in constructing metal fencing, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

**BID ITEMS 38 & 39: PICKLEBALL COURT GATES**

Under this item of the Proposal, the Contractor shall bid a price per length foot for 7’ and 4’ tall metal pickleball court gates, post and footings. The materials for installation shall conform to details shown on landscape plans and manufactures specifications.

**MEASUREMENT AND PAYMENT**

“PICKLEBALL COURT GATES” shall be measured and paid for by **EACH** gate and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, posts, footings, hardware and for doing all work in constructing metal gates, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

#### **BID ITEM 40: PICKLEBALL COURT LIGHTS**

The unit price paid under this item shall include all labor, equipment, tools and materials necessary to furnish and install the pickleball sports light poles and fixtures complete with conduit, wiring, pull boxes as indicated on the plans. The item shall also include the new panelboard, electrical equipment rack and the associated conduit, wiring and connections as indicated on the plans.

#### **MEASUREMENT AND PAYMENT**

“PICKLEBALL COURT LIGHTS” shall be measured and paid for by **EACH** court light pole and fixture and shall include full compensation for providing the pole and base, fixture(s) conduit, wiring, pull box, equipment rack, panelboard, connection to new panelboard as indicated, complete, in place, including excavation, trenching, backfill, all labor, materials, tools, equipment, and incidentals and any work required in compliance with the City of Rocklin and PGE and no additional payment will be made therefore.

#### **BID ITEM 41: EXISTING TENNIS COURT UPDATED LIGHT FIXTURES**

This item shall include all labor, equipment, tools and materials necessary to furnish and install the pickleball sports lights onto existing poles at the existing tennis courts complete with conduit, wiring, pull boxes, connection to new panelboard and equipment rack as indicated on the plans.

#### **MEASUREMENT AND PAYMENT**

“EXISTING TENNIS COURT UPDATED LIGHT FIXTURES” shall be measured and paid for by **EACH** new light fixture onto existing poles shall include full compensation for providing fixture(s), conduit, wiring, pull box, attaching to existing poles, complete, in place, including excavation, trenching, backfill, all labor, materials, tools, equipment, and incidentals and any work required to connect to the new panelboard and equipment rack. All work shall be in compliance with the City of Rocklin and PG&E requirements and no additional payment will be made therefore.

#### **BID ITEM 42: PICKLEBALL COURT NET AND POSTS**

Under this item of the Proposal, the Contractor shall bid a unit price for pickleball net, posts and footings. Nets shall be solid core black braided polyethylene, UV resistant treated with heat set knots. Headbands shall be double layer vinyl locked-stitched rows with polyester thread. System shall be C&D square inground pickleball net system or approved equal. All products shall come with a minimum 10-year warranty. The materials for installation shall conform to details shown on the plans and manufactures specifications.

#### **MEASUREMENT AND PAYMENT**

“PICKLEBALL COURT NET AND POSTS” shall be measured and paid for by **EACH** system/court of pickleball net, posts and footings placed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work installing

posts and net, complete in place as shown on the plans and no additional compensation shall be allowed therefore.

### **BID ITEM 43: WALKWAY LIGHTS**

The unit price paid under this item shall include all labor, equipment, tools and materials necessary to furnish and install the site walkway light pole and fixtures complete with conduit, wiring, pull boxes, connection to new panelboard as indicated on the plans.

#### **MEASUREMENT AND PAYMENT**

“WALKWAY LIGHTS” shall be measured and paid for by **EACH** for the walkway lights onto existing poles shall include full compensation for providing fixture(s), conduit, wiring, pull box, attaching to existing poles, complete, in place, including excavation, trenching, backfill, all labor, materials, tools, equipment, and incidentals and any work required to connect to the new panelboard and equipment rack. All work shall be in compliance with the City of Rocklin and PGE and no additional payment will be made therefore.

### **BID ITEM 44: WATER FOUNTAIN**

Under this item of the Proposal, the Contractor shall bid a unit price for a water fountain. The water fountain shall be Most Dependable Fountains, Inc. Model 10145 SM in green color for installation shall conform to details shown on landscape plans and manufactures specifications.

#### **MEASUREMENT AND PAYMENT**

“WATER FOUNTAIN” shall be measured and paid for by **EACH** water fountain placed shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work installing water fountain (and footing/pad if applicable), water connection, drain connection, electrical connection, wiring and conduit to complete in place as shown on the plans and no additional compensation shall be allowed therefore.

### **BID ITEM 45: SECURE GARBAGE CAN POST**

Under this item of the Proposal, the Contractor shall bid a unit price for secure garbage can post, apron and footing. The materials for installation shall conform to details shown on plans and manufactures specifications.

#### **MEASUREMENT AND PAYMENT**

“SECURE GARBAGE CAN POST” shall be measured and paid for by **EACH** secure garbage post placed shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work installing post, apron and footing to complete in place as shown on the plans and no additional compensation shall be allowed therefore.

## **BID ITEM 46: BLEACHERS**

Under this item of the Proposal, the Contractor shall bid a unit price for steel or aluminum bleacher. The materials for installation shall conform to details shown on plans and manufactures specifications.

### **MEASUREMENT AND PAYMENT**

“BLEACHERS” shall be measured and paid for by **EACH** bleacher shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work installing bleacher complete in place as shown on the plans and no additional compensation shall be allowed therefore.

## **BID ITEMS 47, 48 & 49: STORM DRAIN**

The storm drainage pipe, size as indicated on the plans, shall be provided and installed in the location shown on the plans in conformance with the City of Rocklin Standards and Specifications.

Associated labor, material, fitting, as tools to install storm drain system as shown on the plans shall be considered included under the line item for the appropriate sized pipe.

Reinforced concrete pipe shall be provided and installed in the location shown on the plans in conformance with Section SS-48 of the City of Rocklin Standards and Specifications. The pipe shall be class III unless noted otherwise.

Polyvinyl chloride pipe shall be provided and installed in the location shown on the plans in conformance with Section SS-49 of the City of Rocklin Standards and Specifications with the following exception; PVC SDR 26 shall be used for pipe sizes 10 inches and smaller, and the maximum allowable size of pipe in PVC shall be 18 inches

HPDE pipe shall be per Caltrans Standard Specifications, section 64 most recent edition with the following exception; the maximum allowable size of pipe in HPDE shall be 18 inches

### **MEASUREMENT AND PAYMENT**

“STORM DRAIN” shall be measured and paid for by the **LINEAR FOOT** for furnishing and placing the respective sizes and classes pipe as indicated on the plans and in the Proposal. This shall include the installation of drainage pipe and full compensation for furnishing all labor, materials, tools, incidentals and equipment necessary to excavate the trench, bed, place and joint the pipe and fittings, backfill the trench, compaction, control dust and perform all other work necessary to produce a complete installation in accordance with the plans and specifications, no additional payment will be made therefore

### **BID ITEM 50: ADS NYLOPLAST IN-LINE DRAIN INLET WITH GRATE**

Under this item of the Proposal, the Contractor shall bid a unit price for 10” ADS NyloPlast In-Line Drain inlet (ADS part no: 2710AG) with atrium grate (ADS part no: 1099CGD) in landscaped areas and flat pedestrian grate (ADS part no: 1099CGSF) . The materials for installation shall conform to details shown on civil plans and manufactures specifications. Contractor shall coordinate with manufacturer to ensure site requirements for installation are adequately prepared for delivery and installation.

#### **MEASUREMENT AND PAYMENT**

“ADS NYLOPLAST IN-LINE DRAIN INLET WITH GRATE” shall be measured and paid for by **EACH** drain inlet installed as indicated on the plans. The contract unit price shall include full compensation for furnishing all labor, materials, tools, incidentals and equipment necessary to excavate the trench, bed, place unit, backfill the trench, compaction, fittings & piping required per ADS detail and spec, concrete collar (as applicable), grate (atrium or flat), control dust and perform all other work necessary to produce a complete installation in accordance with the plans and specifications, no additional payment will be made therefore

### **BID ITEM 51: NDS POP-UP DRAINAGE EMITTER**

Under this item of the Proposal, the Contractor shall bid a unit price for 3” Pop-Up Drainage Emitter with Elbow and Universal Adapter (NDS part no: 430). The materials for installation shall conform to details shown on civil plans and manufactures specifications.

#### **MEASUREMENT AND PAYMENT**

“NDS POP-UP DRAINAGE EMITTER” shall be measured and paid for by **EACH** pop-up emitter installed as indicated on the plans. The contract unit price paid be each cleanout installed and shall include full compensation for furnishing all labor, materials, tools, incidentals and equipment necessary to excavate the trench, bed, place unit, backfill the trench, compaction, fittings & piping required per NDS detail and spec, control dust and perform all other work necessary to produce a complete installation in accordance with the plans and specifications, no additional payment will be made therefore

### **BID ITEM 52: RECTANGULAR CAST IRON UNDERWALK DRAIN**

Under this item of the Proposal, the Contractor shall bid a unit price for 3”x8” rectangular cast iron pipe under walk drain. The materials for installation shall conform to details shown on civil plans.

#### **MEASUREMENT AND PAYMENT**

“RECTANGULAR CAST IRON UNDERWALK DRAIN” shall be measured and paid for by **EACH** underwalk drain installed as indicated on the plans. The contract unit price shall include full compensation for furnishing all labor, materials, tools, incidentals and equipment necessary to excavate the trench, bed, place unit, backfill, compaction, rectangular cast iron pipe at length specified in plans, fittings, control dust and perform all other work necessary to produce a

complete installation in accordance with the plans and specifications, no additional payment will be made therefore

### **BID ITEM 53: GATE VALVE**

Gate valves shall be bronze, handwheel- or lever-operated, with non-rising stem, 200 psi, WOG rated. Valve boxes shall be provided for all underground valves and shall be precast concrete, valve boxes and lid.

- Valve Riser Extensions - Use 8-inch diameter PVC water pipe conforming to AWWA C900 or SDR 35.
- Locking Valve Boxes – G5 Jensen or Christy by Oldcastle boxes shall be used and shall be traffic rated. These devices shall be manufactured of stainless-steel parts, shall be easily accessible and removable by hand, shall be anchored to the side of the valve box to prevent loss into the valve well, shall include a tag for written identification or note, shall lock with a common padlock, and shall block access to the valve actuator or valve stem riser. The City shall provide the padlock for locking valve boxes

Please refer to bid item 54: WATER LINE for all definition and testing requirements.

### **MEASUREMENT AND PAYMENT**

“GATE VALVE” shall be measured and paid for by **EACH** for installation of a water valve shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including, excavation, trenching, backfilling, testing, polyethylene encasement of ductile iron, valve, valve box, valve box cover, joint restraint and thrust blocks and for doing all the work associated with this item and no additional payment will be made therefore.

### **BID ITEM 54: WATER LINE**

#### **WATER LINE**

Water line pipe size shall be as indicated in the plans. Copper and Brass pipe shall be used. Copper pipe shall be Type K (hard or soft) or Polyethylene (PE) tubing (shall conform to AWWA C-901, standard designation PE 3408, SDR 9, Class 200 and shall be copper tube size) in conformance with the State of California drinking water act. All joints to saddle shall be inspected by the City before backfilling. Joints shall be bronze compression connections. When soldered fittings are used, the solder and fittings shall be lead-free and approved for potable water service. All PVC fittings shall be molded and manufactured of the same material as the adjacent pipe, suitable for either solvent-weld or screwed connections. Solvent-weld-type couplings and fittings shall be rated for pressures greater than that of adjacent pipe and shall be of a type recommended by the pipe manufacturer. The installation and testing of water lines shall be per the City of Rocklin and these Special Provisions. City inspector shall be contacted 48 hours prior to the commencement of work and by 7:30am each day work on this item occurs.

Any incidental, temporary facilities, piping, fittings, or blow off assemblies needed as part of the water line installation for testing, flushing or otherwise to complete the installation shall be considered as part of the water line bid unit price.

## **DISINFECTION**

After successful completion of the hydrostatic test, the Contractor shall coordinate with the City to chlorinate all treated water main per AWWA C651-14 by completely filling the main and appurtenances with water having a 50-100 parts per million (ppm) available chlorine from sodium hypochlorite. The disinfection method shall be the continuous-feed method. The chlorinated water shall be retained in the main for at least 24 hours. At the end of the 24-hour period, the treated water in all portions of the main and appurtenances shall have a residual of not less than 25 parts per million (ppm). If the samples do not pass tests, iterate the disinfection process until a test passes. Care shall be taken to prevent the strong chlorine solution from flowing back into the line supplying the water. A reduced pressure backflow preventer or an air gap must be used for this purpose. After chlorination, the pipeline shall be flushed with treated water per AWWA C651-14. The water in the pipeline shall remain a minimum of 48 hours, after which the City shall collect bacteriological samples. These will be tested for coliform by an independent laboratory. The number and location of samples shall be determined by the City. The improvements shall pass if all coliform tests show the most probable number (mpn) is less than 2.2. Failed tests will necessitate additional disinfection as above.

The Contractor shall make the necessary piping connections and furnish and install all necessary equipment required for the flushing operations. Velocities in the flushed pipe must be 2.5 feet per second or greater. A reducing agent shall be applied to the water to completely neutralize the chlorine residual prior to discharge of the water. The Contractor shall provide for safe and legal disposal of water from such flushings. The Contractor shall remove all temporary flushing facilities. All costs for chlorination and flushing shall be paid by the Contractor, at no additional expense to the City.

## **CONTINUITY TESTING**

The Contractor shall test for the continuity of the locating wire at time of final walk-through. The Contractor shall provide all labor, equipment, and materials required for testing the continuity of the locating wire installed with all proposed water line. Should continuity not be present and/or observed, the Contractor shall repair, replace, and retest as necessary, entirely at Contractor's expense.

## **TESTING**

Prior to pressure testing, pipelines shall be cleaned of all debris, construction materials, dirt, and any other materials not suitable for inclusion in the completed pipeline. The Contractor shall provide all labor, equipment, and materials required for filling and testing the pipelines. Cleaning shall conclude with water flushing, performed so that the velocity of flushing water is at least 2.5 feet per second in the pipeline to be tested. Contractor shall test all pipelines either in sections or as a unit. No section of the pipeline shall be tested until all field-placed concrete, thrust blocks, and mortar have aged at least 14 days. Backfill shall meet and pass all compaction requirements and subgrade shall be completed to the City's satisfaction prior to hydrostatic testing. The City shall be notified 48 hours prior to testing and must approve any water placement in any portion

of the pipeline. The test shall be made by closing valves when available, or by placing temporary bulkheads in the pipe and filling the line slowly with water and evacuating all air. Do not test against closed valves connected to a potable water system. After the pipeline or section thereof has been filled, it shall be allowed to stand with a pressure of 2-20 psi for at least 24 hours to allow the concrete or mortar lining, if applicable, to absorb water and allow the escape of air from any air pockets. During this period, bulkheads, valves, and connections shall be examined for leaks. If leaks are found, corrective measures satisfactory to City shall be taken

Hydrostatic Testing – backfill shall meet and pass all compaction requirements, all underground utilities shall be installed, and subgrade shall be completed prior to hydrostatic testing. The Inspector shall be notified forty-eight (48) hours prior to testing and must approve any water placement in any portion of the pipeline. The pipeline shall be filled with water and all air evacuated. For raw and treated water lines, the test pressure shall be 150 psi or 150 percent of static pressure, whichever is greatest. Maintain the test pressure for at least 2 hours. The test pressure shall be measured at the lowest point of the pipeline section being tested. If other test pressures are indicated on the Drawings, the requirement that yields the greatest test pressure shall be used. The amount of water introduced into the pipeline to maintain the test pressure shall be measured volumetrically using a calibrated test reservoir. Accurate means shall be provided for measuring the quantity of water required to maintain full pressure on the line for the test period. Leakage shall be considered as the total amount of water pumped into the pipeline during the test period. The allowable leakage is zero. The allowable leakage for welded steel pipe shall be zero gallons. The allowable leakage for buried piping having threaded, brazed, or welded joints (including solvent welded) shall be zero gallons. Exposed pipe, and pipe with welded, flanged, or coupled joints shall have no leakage

#### **CONNECT TO EXISTING WATER LINE:**

All work associated with connection to the existing water line shall be included in and no additional payment will be made therefore.

City inspector shall be contacted 48 hours prior to the commencement of work,

All backfill material shall be approved by City and Project Engineer of Record prior to use.

#### **MEASUREMENT AND PAYMENT:**

“WATER LINE” shall be measured and paid for by **LINEAR FOOT** for each diameter of pipe as stated in the Contractor’s proposals and shall include full compensation for furnishing all labor, tools, equipment and materials necessary to complete installation of the pipe including: fittings, joint restraint, thrust blocking, flushing, pressure testing, disinfection, dewatering, locating wire, trenching, any sheeting, shoring, bracing (if required), excavation, imported pipe bedding and backfill. This bid item shall also include the export of native materials generated by excavation operations (if required) and proper disposal of the materials off-site, as well as the removal, cleanup of all sheeting, shoring, and bracing and coordination with the City, connecting to existing water line, and for doing all the work to install the water line and no additional payment will be made therefore.

## **BID ITEM 55: LANDSCAPE PLANTING**

Under this item of the Proposal, the Contractor shall bid a lump sum price for procuring and installing all plants as shown on the landscape plans. The materials and methods of placing shall conform to Section SS-90 and SS-91 of the City of Rocklin Standard Specifications and to the specifications as stipulated on the plans.

The Contractor shall include a 120 day maintenance period per City Specifications SS-88. The Contractor shall set up a site walkthrough with City staff upon completion of work. The maintenance period shall begin upon approval of all major landscaping work by the landscape architect/ engineer in writing.

### **MEASUREMENT AND PAYMENT:**

“LANDSCAPE PLANTING” shall be measured and paid for by **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, soil preparation, fertilizers, finish grading, pre-emergent, trees, shrubs, top dressing, ground cover and landscape maintenance and for doing all work complete as shown on the plans and no additional compensation shall be allowed, therefore.

## **BID ITEM 56: LANDSCAPE IRRIGATION SYSTEM**

Under this item of the Proposal, the Contractor shall furnish and construct a comprehensive landscape irrigation system. The materials and methods of placing shall conform to Section SS-88 and SS-89 of the City of Rocklin Standard Specifications and to these Special Provisions as stipulated on the plans.

The Contractor shall furnish and install the irrigation lines to the depths and trenching requirements as shown on the plans. All irrigation equipment and appurtenances shall be to the type and requirements as stated in the plans, or approved equal.

The irrigation controller at the location shown on the plans and shall be considered part of the unit price bid for the irrigation system. Unit price shall include concrete pad and electrical work and conduits to provide a complete system complete and in place.

Contractor shall, upon completion of all irrigation work, submit two copies of the final redlined plans showing the location of all irrigation system lines and appurtenances and two laminated controller charts showing color-coded irrigation stations, to be kept in the irrigation controller.

### **MEASUREMENT AND PAYMENT:**

“LANDSCAPE IRRIGATION SYSTEM” shall be measured and paid for by **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, trenching, backfill, incidentals, concrete foundation, sleeves, valves, conduit, wiring, controller, pull rope, pull boxes and for doing all work complete as shown on the plans and no additional compensation shall be allowed therefore.