



CITY OF RIO VISTA

Solano County, California

CONTRACT DOCUMENTS

Val de Flores Skate Park

Proposal, Contract, and Specifications

July 25, 2017

Bids will be received until 2:00 PM on August 24th, 2017 at City of Rio Vista City Hall, One Main St., Rio Vista, California 94571, and then publicly opened.

**CITY OF RIO VISTA
Solano County, California**

Contract No. PW2017- Skate Park

Table of Contents

Document Name	Document Number
Notice Inviting Sealed Proposals (Bids) 001000	
1) Bid Form (includes Proposal and Non-Collusion Declaration)	004100
2) Contract (includes Certificate of Contractor) 005200	
3) Bid Bond 006110	
4) Performance Bond 006111	
5) Payment Bond 006112	
6) Contractor's Certificate Regarding Worker's Compensation Insurance	006220
7) Worker's Compensation and Employers' Liability Certificate of Insurance	006221
8) Workers' Compensation and Employers' Liability Insurance Endorsement	006222
9) Liability Insurance Certificate of Insurance 006223	
10) Liability Insurance Endorsement 006224	
12) General Conditions 007000	
13) Special Provisions 008110	
14) Technical Specifications Section A	
15) Contract Drawings Section B	
16) Record Drawings Section C	
17) Shop Drawings Section D	

SECTION 001000

NOTICE INVITING SEALED PROPOSALS (BIDS)

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- Skate Park

NOTICE IS HEREBY GIVEN that the City Council of the City of Rio Vista (CITY) invites and will receive sealed proposals (bids) up to the hour of 2:00, August 24th, 2017, for the furnishing to said CITY of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct the below-described work. At said time, said proposals will be publicly opened and read aloud at the office of the CITY,

City of Rio Vista
One Main Street
Rio Vista, CA 94571

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents are on file and may be acquired at Stockton Builders Exchange www.besonline.com

The Contract Documents, Plans and Specifications are also available at:
<https://www.dropbox.com/sh/5iepoq33160ea5n/AADyesxuzmdHRv8z4RBgilCoa?dl=0>

Description of Work:

The work includes all labor, materials, equipment and the performance of all operations necessary to install improvements for the proposed Skate park including but not limited to site demolition, grading, erosion control, storm drain pipe, all skate park concrete work, skate park amenities and features, landscape planting and irrigation, and all other related work at the designated locations in accordance with the Drawings and Specifications.

Each bid shall be submitted on a form furnished as part of the Contract Documents and must be accompanied by cash, a cashier's check, a certified check, or a BIDDER'S bond executed by an admitted surety insurer, or substitute pursuant to Section 995.710 of the Code of Civil Procedure, in an amount not less than ten percent (10%) of the Grand Total amount of the bid, made payable to the order of or for the benefit of the CITY. The security of unsuccessful BIDDER'S will be returned by the CITY no later than sixty (60) days following the date of award. Each bid shall be sealed and delivered to the CITY at the location designated in this notice for the opening of proposals at or before the time provided in this notice. The check or bond or substitute shall be given as security that the BIDDER will enter into a contract with the CITY and furnish the required payment and performance bonds, or substitutes in lieu thereof, and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the BIDDER refuses to timely enter into said contract or furnish the required bonds or substitutes, or certificates of insurance and endorsements if his bid is accepted.

The successful bidder will be required to furnish both a performance bond and a payment bond in the amount of one-hundred percent (100%) of the contract amount.

The CITY has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract. Such rates of wages can be found on the Department of Industrial Relations website located at <http://www.dir.ca.gov/OPRL/>, and at the office of the CITY. Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The CITY reserves the right to solely determine the adequacy of the securities being proposed by the BIDDER and the value of those securities. The CITY

shall also be entitled to charge an administrative fee, as determined by the CITY in its sole discretion, for substituting equivalent securities for retention amounts. The CITY'S decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the CITY. The CITY shall be entitled, at any time, to request the deposit of additional securities of a value designated by CITY, in CITY'S sole discretion, to satisfy this requirement. If the CITY does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, CITY shall be entitled to withhold amounts due BIDDER until securities of satisfactory value to CITY have been received.

The CONTRACTOR'S license classification(s) required for this project is as follows:

California General Engineering CONTRACTOR'S License - Class "A".

These classifications are provided for information purposes only. The CITY does not warrant that all classifications required for the project are listed.

It is the CITY'S intent that "Plans", as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the drawings and the Specifications.

The City Council of the CITY reserves the right to reject any and all bids, and to waive any and all irregularities in any bid.

Each BIDDER is required to complete the Bid Forms included in Section 004100. Instructions to BIDDERS can be found in Paragraph 2.0 – Bid Requirements and Conditions in Section 007000 – General Conditions.

Bidders are hereby notified that the Contract will be subject to the examination and audit of the State Auditor.

Be advised that all Contractors and Subcontractors must be registered with the Department of Industrial Relations in order to bid public works projects and abide by all the requirements set within SB854.

Contractors bidding the skate park structure shall have satisfactory completed the installation of two (2 minimum number) similar skate park projects in accordance with the project plans and written specifications. The qualification can be met by either the prime bidding contractor or a subcontractor bidding to the prime. Qualifying projects must include concrete skate park structures of comparable size, finishes, transition depths, coping types and features built within the last five (5) years. Qualifying projects by either the prime contractor or the skate park subcontractor must be listed in the bid proposal documents under the section CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS.

There will be a (mandatory) pre-bid meeting on August 15th, 2017 at 2:00 p.m. at Rio Vista City Hall, One Main Street, Rio Vista, CA 94571.

All bidder questions shall be submitted before August 18th, 2017, 5:00 PM to bnorbutas@siegfriedeng.com. Responses to bidder questions will be emailed to each pre-bid meeting attendee by August 21st, 5:00 PM.

(END OF SECTION)

SECTION 004100

BID FORM

PROPOSAL TO:

CITY OF RIO VISTA

FOR THE CONSTRUCTION OF:

CONTRACT NO. PW2017- Skate Park

Name of Bidder: _____
Business Address: _____
Phone No. _____

TO THE GOVERNING BODY OF THE
CITY OF RIO VISTA

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the CITY in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL TO
CITY OF RIO VISTA
FOR**

CONTRACT NO. PW2017- Skate Park

SCHEDULE OF WORK ITEMS

SCHEDULE I –					
Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
SITE PREPARATION AND GRADING					
1	LUMP SUM	LS	CONSTRUCTION STAKING/LAYOUT		
2	LUMP SUM	LS	CONSTRUCTION AREA SIGNS		
3	2	EA	REMOVE TREE		
4	LUMP SUM	LS	CLEARING AND GRUBBING		
5	16,551	SF	SOD: SPRAY, SCRAPE, OFF-HAUL		
8	25	SF	REMOVE EXISTING CONCRETE PAVEMENT		
11	LUMP SUM	LS	MISCELLANEOUS SITE DEMOLITION		
12	LUMP SUM	LS	EROSION CONTROL MEASURES		
13	16,551	SF	GRADING, INCLUDING THE IMPORT OR EXPORT OF MATERIALS AS REQUIRED		
Sub Total					

SITE UTILITIES (WET)					
Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price	Expansion Price (in figures)
14	191	LF	6-INCH STORM DRAIN PIPE		
15	5	EA	AREA DRAIN		
16	LUMP SUM	LS	STORM DRAIN CONNECTION		
Sub Total					
SITE PAVING AND SKATE PARK AMENITIES					
17	38	SF	SITE CONCRETE PAVING INCLUDING AGGREGATE BASE AND SUBGRADE PREPARATION		
20	7269	SF	SKATE PARK CONCRETE, INCLUDING AGGREGATE BASE AND SUBGRADE PREPARATION		
26	6	EA	BOLLARDS: EMBEDDED		
27	5	EA	BOLLARDS: REMOVABLE		
Sub Total					
IRRIGATION					
28	1	LS	IRRIGATION MODIFICATIONS		
29	9,282	SF	SPRAY ROTATOR		
Sub Total					
PLANTING					
30	9,282	SF	SOIL AMENDMENTS AND FINE GRADING		
31	9,282	SF	HYDROSEEEDED LAWN		
32	1	ALLOW	LANDSCAPE MAINTENANCE (30 DAY)		
Sub Total					
<i>Note: The CITY shall determine the lowest bid on the basis of the prices bid for Schedule I without consideration of the prices bid on Schedule II. This method of selecting the lowest bid does not preclude the CITY from adding the any or all of the work items listed in Schedule II to the Contract after the lowest responsible bidder has been determined.</i>					
Total Schedule I					

SCHEDULE II –					
Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price	Expansion Price (in figures)
AA1	LUMP SUM	LS	FLATBAR AND MANUAL PAD		
AA2	LUMP SUM	LS	CHINA BANK		
AA3	LUMP SUM	LS	CONCRETE STAINING AND SAWCUT WHALE TAIL OUTLINE		
AA4	LUMP SUM	LS	ROLLERS (3 TOTAL)		
AA5	LUMP SUM	LS	CHINA BANK STAMP AND STAINING		
AA6	6	EA	TREES		
AA7	9,282	SF	NATURAL TURF - SOD		
Sub Total					
<i>Note: The CITY shall determine the lowest bid on the basis of the prices bid for Schedule I without consideration of the prices bid on Schedule II. This method of selecting the lowest bid does not preclude the CITY from adding the any or all of the work items listed in Schedule II to the Contract after the lowest responsible bidder has been determined.</i>					
Total Schedule II					
Grand Total – Schedule I & II					
Grand Total – Schedule I & II (in words):					

contract with the CITY as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the CITY be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay CITY's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

As required by Section 2.19 of the General Conditions, Bidder hereby submits the following list of contact names and phone numbers for three (3) or more agencies for whom the Bidder has constructed similar projects.

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

<u>CONTRACTOR's License No.</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the CITY by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder: _____

Printed Name: _____

Title: _____

Company: _____

Dated: _____, 2017.

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

(SPACE LEFT BLANK INTENTIONALLY)

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

I certify 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]

[Signature of Bidder]

SECTION 005200

CONTRACT

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

THIS AGREEMENT, made and entered into by and between the

CITY OF RIO VISTA

Hereinafter referred to as "CITY" and

_____;
a corporation under the laws of the state of _____;

a partnership composed of _____;

a joint venture composed of _____;

an individual doing business as _____;

hereinafter referred to as "CONTRACTOR."

CITY and CONTRACTOR agree as follows:

- (1) SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the _____.

in accordance with the Plans and Specifications and other contract documents therefore.

- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in Section 008110. Time is of the essence and forfeiture due to delay will be assessed as provided for in the General Provisions.

- (3) CONTRACT SUM: CITY will pay CONTRACTOR in accordance with the prices shown in the Bid Form.

- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the Governing Body of CITY in session.

- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.

- (6) **CONTRACT DOCUMENTS:** The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids); Bid Form, including Non-Collusion Declaration; Contract, including Certificate of Contractor; Bid Bond; Performance Bond; Payment Bond; Contractor's Certificate Regarding Workers' Compensation Insurance; Certificate of Insurance (Workers' Compensation and Employers' Liability); Insurance Endorsement (Workers' Compensation and Employers' Liability); Certificate of Insurance (Liability); Insurance Endorsement (Liability); General Conditions; Special Provisions, Coordination of Work and Permits, Measurement and Payment, Submittals, Construction Schedule, Inspection of the Work, Construction Facilities and Temporary Controls, Mobilization, Temporary Utilities and Services, Access, Parking and Traffic, Traffic Regulation, Delivery, Storage and Handling, Cleaning During Construction and Final Cleaning, Technical Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements, including Change Orders.

- (7) In entering into this public works contract, the CONTRACTOR offers and agrees to assign to the CITY 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 this public works contract. This assignment shall be made and become effective at the time the CITY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

This Contract is executed by the CITY pursuant to an action of its Governing Body in session on _____, 2017, authorizing the same, and CONTRACTOR has caused this Contract to be duly executed.

Dated: _____, _____ 2017

By: _____
(Authorized Representative of CITY)

Title: _____

Dated: _____, _____ 2017

(CONTRACTOR)

By: _____
(Authorized Representative of CONTRACTOR)

Title: _____

(SEAL IF CORPORATION)

APPROVED:

(Mona Ebrahimi, Attorney for City)

1004797.3

CERTIFICATE OF CONTRACTOR

I, certify that I am a/the _____ [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

State of California)

County of Solano)

On this _____ day of _____, 2017, before me personally appeared _____, who proved to me on the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an authorized representative of the CONTRACTOR and acknowledged to me that (he/she) executed the within instrument on behalf of said CONTRACTOR, _____.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

(END OF SECTION)

SECTION 006110

BID BOND

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

We, _____ as Principal, and _____
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set
forth herein, to the

CITY OF RIO VISTA

(herein called CITY) for payment of the penal sum of _____ Dollars
(\$ _____), lawful money of the United States. Principal has submitted the
accompanying bid for

CONTRACT NO. PW2017- SKATE PARK

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the
CITY, at the price designated by his bid, and files two bonds with the CITY, or substitute security in lieu
thereof, one to guarantee payment for labor and materials and the other to guarantee faithful
performance, in the time and manner specified by the CITY, and carries all insurance in type and amount
which conforms to the Contract Documents and furnishes required certificates and endorsements thereof,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the CITY from seeking all
other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of
the foregoing.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection
with the enforcement of this bond, each shall pay CITY'S reasonable attorney's fees incurred with or
without suit.

Executed on _____, 2017

(PRINCIPAL)

(SEAL IF CORPORATION)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

(Name and address of Surety)

(name and address of Surety's agent for service of process in California, if different from above)

(telephone number of Surety's agent in California)

(SURETY)

By: _____
(Attorney-in-Fact)

APPROVED: _____
(Mona Ebrahimi, Attorney for City)

(Attach Acknowledgment)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

SECTION 006111

PERFORMANCE BOND

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

The City of Rio Vista (hereinafter referred to as "CITY") awarded to _____
(hereinafter referred to as the "Principal") the contract for the work described as follows:

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound to the CITY in the sum of _____ Dollars (\$_____) (this amount being not less than one hundred percent [100%] of the total amount payable by the CITY under the terms of the contract awarded by the CITY to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract, and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ (____) year(s) after the acceptance of the work by the CITY, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or damage made evident during the period of _____ (____) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the CITY to be, in default under the contract, the CITY having performed the CITY's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the CITY, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. 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 modifications thereto, less the amount previously and properly paid by the CITY to the Principal.

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 the Principal.

Surety shall not utilize Principal in completing the contract nor shall Surety accept a bid from Principal for completion of the work if the CITY, when declaring the Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or the successors or assigns of the CITY. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the CITY's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017

(SEAL)

(PRINCIPAL)

By: _____

Name: _____

Title: _____

(SEAL)

(SURETY)

By: _____

Name: _____

Title: _____

Mailing Address: _____

Telephone No.: _____

(Attach Notarial Acknowledgments of Authorized Representative of Principal and of Surety)

1004812.4

SECTION 006112

PAYMENT BOND

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

We, _____ as Principal, and _____ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the

CITY OF RIO VISTA

(herein called CITY) for payment of the penal sum of _____ Dollars (\$ _____), lawful money of the United States. CITY has awarded Principal a contract for

CONTRACT NO. PW2017- SKATE PARK

If Principal or any of his subcontractors fails to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in 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.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the Plans and Specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should CITY become a party to any action on this bond that, each will also pay CITY'S reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in four original counterparts on _____, 2017.

(PRINCIPAL)

By: _____

Title: _____

(SEAL IF CORPORATION)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

(name and address of Surety)

(name and address of Surety's agent for service of
process in California, if different from above)

(telephone number of Surety's agent in California)

(SURETY)

By: _____
(Attorney-in-Fact)

APPROVED:

(Mona Ebrahimi, Attorney for CITY)

(Attach Acknowledgment)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

1004815.3

SECTION 006220

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION INSURANCE**

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

Labor Code Section 3700 provides (in part):

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure[,] . . . which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

Dated: _____, 2017

(CONTRACTOR)

By: _____

Official Title: _____

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the CONTRACTOR with the CITY prior to performing any work under this contract.)

(END OF SECTION)

SECTION 006221

**WORKERS' COMPENSATION AND EMPLOYERS'
LIABILITY CERTIFICATE OF INSURANCE**

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

Type of Insurance:

Workers' Compensation and Employers' Liability
Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of the General Conditions and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least ten (10) days' written notice to the CITY prior to cancellation of said policy for nonpayment of premium and thirty (30) days' written notice to the CITY prior to cancellation of said policy for any other reason.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Workers' Compensation: Statutory Limits under the Laws of the State of California
		Employers' Liability:
		\$ _____ Each Accident
		\$ _____ Disease - Policy Limit
		\$ _____ Disease - Each Employee

Named Insured (*CONTRACTOR*)

Insurance Company

Street Number

City and State

By: _____
(*Company Representative*)

Val de Flores Skate Park
Rio Vista, California

Project No: 16141

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

(END OF SECTION)

1004819.3

August 2017
Bid Set

Worker's Compensation and Employers' Liability
006221-2

SECTION 006222

**WORKERS' COMPENSATION AND EMPLOYERS'
LIABILITY INSURANCE ENDORSEMENT**

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

Type of Insurance:

Workers' Compensation and Employers' Liability
Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the CITY, the ENGINEER, and their consultants, and each of their directors, officers, employees, and authorized volunteers by reason of any payment made on account of injury, including death resulting there from, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.

The additional premium for this endorsement shall be _____%* of the California Workers' Compensation premium otherwise due on such remuneration.

This endorsement does not increase the Company's total limits of liability.

_____	_____
Named Insured (CONTRACTOR)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By: _____
	(Company Representative)

*CONTRACTOR'S insurance company to fill in this percentage.

(END OF SECTION)

SECTION 006223

LIABILITY INSURANCE CERTIFICATE OF INSURANCE

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017

Type of Insurance:

Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of the General Conditions and are in force at this time:

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
General Liability				General Aggregate	\$
				Products—Comp/Ops Agg.	\$
				Personal & Adv. Injury	\$
				Each Occurrence	\$
				Fire Damage (Any one fire)	\$
				Med. Expense (Any one person)	\$
Automobile Liability				Combined Single Limit	\$
				Bodily Injury (Per person)	\$
				Bodily Injury (Per Accident)	\$
				Property Damage	\$
Excess Liability				Each Occurrence	\$
				Aggregate	\$

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Company will give at least thirty (30) days written notice to the CITY prior to cancellation of said policy for any reason.

_____ Named Insured (<i>CONTRACTOR</i>)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
	By: _____ (<i>Company Representative</i>)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

NOTICE:

Insurers must be authorized to do business and have an agent for service of process in California and have at least a A- VII rating in accordance with the most current Best's Rating Guide.

(END OF SECTION)

SECTION 006224

LIABILITY INSURANCE ENDORSEMENT

Description of Contract:

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

Type of Insurance:

Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

The CITY, the ENGINEER, and their consultants, and each of their directors, officers, employees, and authorized volunteers are included as additional insureds under said policy but only while acting in their capacity as such and only as respects operations of the named insured. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Company's total limits of liability.

Named Insured (*CONTRACTOR*)

Insurance Company

Street Number

Street Number

City and State

City and State

By: _____
(*Company Representative*)

(END OF SECTION)

1004882.3

**CITY OF RIO VISTA
One Main Street
Rio Vista, CA 94571**

Contract No. PW2017- SKATE PARK

SECTION 007000 GENERAL CONDITIONS

TABLE OF CONTENTS

1.0 CORRELATION AND INTENT OF DOCUMENTS	1
1.1 INTENT OF CONTRACT DOCUMENTS	1
2.0 BID REQUIREMENTS AND CONDITIONS	1
2.1 SECURING DOCUMENTS	1
2.2 BID INSTRUCTIONS	1
2.3 APPROXIMATE ESTIMATE	2
2.4 INTERPRETATION OF PLANS AND DOCUMENTS	2
2.5 ADDENDA	2
2.6 OPENING BIDS	3
2.7 REJECTION OF BIDS	3
2.8 WITHDRAWAL OF BIDS	3
2.9 DISQUALIFICATION OF BIDDERS	3
2.10 COMPETENCY OF BIDDERS	3
2.11 MATERIAL WARRANTY	3
2.12 SUBCONTRACTORS	3
2.13 MODIFICATION OF BIDS	4
2.14 DISCREPANCIES	4
2.15 SERVICING AND MAINTENANCE	4
2.16 INTENTIONALLY OMITTED	4
2.17 INTENTIONALLY OMITTED	4
2.18 WORK PERFORMED OUTSIDE OF COUNTY	4
2.19 CONTRACTOR EXPERIENCE	4
3.0 AWARD AND EXECUTION OF CONTRACT	4
3.1 AWARD OF CONTRACT	4
3.2 RETURN OF BID GUARANTEES	5
3.3 CONTRACT BONDS	5
3.4 EXECUTION OF CONTRACT	5
3.5 FAILURE TO EXECUTE CONTRACT	5

3.6 NOTICE TO PROCEED	6
4.0 CONTROL OF THE WORK	6
4.1 AUTHORITY OF ENGINEER	6
4.2 USE OF MATERIALS FOUND ON THE PROJECT SITE	6
4.3 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS	6
4.4 COORDINATION OF GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS	7
4.5 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS	7
4.6 SUPERINTENDENCE	7
4.7 INSPECTION	7
4.8 FINAL INSPECTION	8
4.9 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK	8
4.10 EQUIPMENT	8
4.11 RIGHT OF CITY TO TERMINATE CONTRACT	8
4.12 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT	9
4.13 SUSPENSION OF WORK	9
4.14 EROSION AND SEDIMENT CONTROL	9
4.15 SURFACE RESTORATION	9
4.16 POLLUTION CONTROL	10
4.17 SITE SECURITY	10
4.18 HAZARDOUS WASTES AND UNFORESEEN CONDITIONS	11
4.19 EXISTING UTILITIES	11
4.20 [INTENTIONALLY OMITTED].....	12
4.21 CULTURAL RESOURCES	12
4.22 SUBCONTRACTS	12
5.0 CONTROL OF MATERIALS	12
5.1 STORAGE OF MATERIALS	12
5.2 DELIVERY OF MATERIALS	12
5.3 MATERIALS AND EQUIPMENT	13
5.4 MATERIALS SPECIFIED	13
5.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED MATERIALS	13
5.6 SUBMITTALS	13
5.7 MANUALS AND RECORD DRAWINGS	14
5.8 PLACING WORK IN SERVICE	14

6.0 WARRANTIES AND REPAIRS	14
6.1 WARRANTIES AND REPAIRS	14
7.0 LEGAL RELATIONS AND RESPONSIBILITY	15
7.1 LAWS TO BE OBSERVED	15
7.2 EQUAL OPPORTUNITY	18
7.3 PATENTS	19
7.4 SANITARY PROVISIONS	20
7.5 PRESERVATION OF PROPERTY	20
7.6 RESPONSIBILITY FOR DAMAGE	20
7.7 DISPOSAL OF MATERIALS	20
7.8 CONTRACTOR'S RESPONSIBILITY FOR WORK	20
7.9 ACCEPTANCE OF CONTRACT	21
7.10 PROPERTY RIGHTS FOR MATERIALS	21
7.11 PERSONAL LIABILITY	21
8.0 INDEMNIFICATION AND INSURANCE.....	21
8.1 INDEMNIFICATION	21
8.2 INSURANCE	22
9.0 PROSECUTION AND PROGRESS	24
9.1 SUBCONTRACTING	24
9.2 ASSIGNMENT	25
9.3 MEETINGS	25
9.4 DELAYS AND TIME EXTENSION	26
9.5 TEMPORARY SUSPENSION OF WORK	26
9.6 PROGRESS SCHEDULE AND ORDER OF COMPLETION	26
9.7 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON - LIQUIDATED DAMAGES.....	27
9.8 PROJECT QUALITY CONTROL	27
9.9 SAFETY	29
9.10 CONTRACT CLOSEOUT	31
10.0 MEASUREMENT AND PAYMENT	33
10.1 MEASUREMENT OF QUANTITIES	33
10.2 SCOPE OF PAYMENT	33
10.3 PAYMENT FOR EXTRA WORK	33
10.4 PROGRESS PAYMENTS	36
10.5 RIGHT TO WITHHOLD PAYMENTS	37

10.6 CLAIMS FOR EXTRA WORK/FOR EXTENSIONS OF TIME 38

11.0 DEFINITIONS AND TERMS 41

11.1 DEFINITIONS 41

1.0 CORRELATION AND INTENT OF DOCUMENTS

INTENT OF CONTRACT DOCUMENTS

The intent of the Contract documents is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract documents and to require a complete and finished piece of work. Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the Contract in a satisfactory and competent manner.

The conditions set forth in the Contract documents are complementary, and what is called for in any one (1) shall be as binding as if called for in all.

2.0 BID REQUIREMENTS AND CONDITIONS

2.1 SECURING DOCUMENTS

See Section 001000 titled, "Notice Inviting Sealed Proposals for information."

2.2 BID INSTRUCTIONS

Bids, to receive consideration, shall be made in accordance with these instructions:

Bids shall be made only upon the forms provided in the Contract documents, with all items properly filled out. Non-erasable permanent ink shall be used; numbers shall be stated both in writing and in figures; signatures of all persons signing shall be in long-hand; and completed forms shall be without interlineations, alterations or erasures.

All Bids submitted shall include in the lump sum and/or unit prices bid, all sales or other taxes of city, county, state or federal government of every nature in effect at the time of bidding. If 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 does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

Bids by corporations must be signed in the corporate name by a corporate officer, and the corporate seal shall be fixed by the signature. The state of incorporation shall be below the corporate name. Bids by partnerships must be signed in the partnership name and signed by a partner with title shown.

Bids shall not contain any description of the work to be done. Alternate proposals will not be considered unless specifically required by the CITY. No oral, telephonic or telegraphic proposals or modifications will be considered. Bid forms shall have no blank spaces. A bid price shall be indicated for each bid item, or the word "None" entered.

Bids must be accompanied by a certified check, cashier's check or Bidder's bond, executed on the prescribed form and made payable to the CITY in an amount not less than ten percent (10%) of the Grand Total bid amount. Such check or bid bond shall be given as a guarantee that the Bidder will enter into a Contract if awarded the work. In case of refusal or failure to enter into the Contract, the check or bond will be retained by the CITY without any proof of actual loss.

Before submitting a Bid, each Bidder shall carefully examine and read the Plans and Specifications and other parts of the Contract documents, visit the site of the work, be fully informed as to all existing conditions and limitations, and shall include in the Bid a sum to cover the costs of all items included and necessary to perform fully the entire Contract.

Where the CITY, or the Engineer have made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, such investigations were made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the Engineer and the CITY as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the CITY.

The records of such investigations, if any, are not a part of the Contract and are made available for inspection solely for the convenience of the Bidders and Contractor. It is expressly understood and agreed by Bidder and Contractor that neither the CITY nor the Engineer assume any responsibility whatsoever with respect to the sufficiency or accuracy of any investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in their use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

It is the Bidder's responsibility to see that the Bid is received in proper form, time, and place. If any Bid is received after the scheduled closing time for receipt of Bids, it shall be returned to the Bidder unopened.

2.3 APPROXIMATE ESTIMATE

The quantities, if any, given in the Bid are approximate only, being given as a basis for the comparison of Bids, and the CITY does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase, decrease or omit the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

2.4 INTERPRETATION OF PLANS AND DOCUMENTS

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of Addenda to the documents and will be furnished to all Bidders who shall submit all Addenda with their Bids. Neither the Engineer nor any representative of the CITY is authorized to give oral explanations or interpretations of Contract documents, and a submission of a Bid constitutes agreement by the Bidder that he/she has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by Bidder, orally direct the Bidder's attention to specific provisions of the Contract documents that cover the subject of the inquiry.

2.5 ADDENDA

Any written Addenda issued before or during the time of bidding shall become a part of the Plans, Specifications and/or other Contract documents. Failure to sign the Bid form indicating receipt of Addenda may result in the Bid being determined to be nonresponsive.

2.6 OPENING BIDS

Bids will be publicly opened and read as set forth in the Invitation for Bids. In case only one Bid is received, such Bid may be properly opened and read publicly in the usual manner, and accepted at the option of the CITY. Bidders or their representatives and other interested persons may be present at the opening and reading of Bids.

2.7 REJECTION OF BIDS

The CITY reserves the right to waive any irregularity in any Bid and to reject any and all Bids.

2.8 WITHDRAWAL OF BIDS

Any Bid may be withdrawn any time prior to the time fixed for opening of Bids only by a written request filed with the CITY for the withdrawal of the Bid. The request shall be executed by the Bidder or his/her duly authorized representative. The withdrawal of the Bid does not prejudice the right of the Bidder to file a new Bid prior to time of opening. No Bids may be withdrawn after opening of Bids, except pursuant to Public Contract Code Section 5101 et seq.

2.9 DISQUALIFICATION OF BIDDERS

More than one Bid Proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid Proposal for the work contemplated will cause the rejection of all Bid Proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, any and all Bids may be rejected.

2.10 COMPETENCY OF BIDDERS

In accordance with the provisions of Chapter 9, Division 3 of the California Business and Professions Code and Section 3300 of the California Public Contract Code, Bidders must possess a State of California Contractor's License for the classification(s) set forth in the Notice Inviting Sealed Bids, which must be valid at the time of Bid, award, and completion of the Contract.

2.11 MATERIAL WARRANTY

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples. The samples may be subjected to the tests provided for in the Plans and Specifications to determine their quality and fitness for the work.

2.12 SUBCONTRACTORS

Each Subcontractor, as defined in Public Contract Code Section 4113, which will perform work, labor or fabricate a portion of the work or improvement in excess of one-half of one percent ($\frac{1}{2}\%$) of the Contractor's total Bid price must be listed in the place provided, with name, address and indication of what class and portion of the work and percentage of Contract price will be done by each Subcontractor. All parts of Section 4100 through Section 4107, inclusive, of the Public Contract Code must be adhered to, including substitution and work not listed. Penalties for failure to comply with the foregoing sections of the Public Contract Code are set forth in sections 4110 and 4111 of the Public Contract Code. The CITY specifically reserves the right to determine that any listed Subcontractor is not responsible and, if it so determines, to require substitution at no additional cost to the CITY.

2.13 MODIFICATION OF BIDS

A Bidder may modify his/her Bid by written communication provided such communication is received by the CITY prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the CITY until the sealed Bid is opened.

2.14 DISCREPANCIES

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

2.15 SERVICING AND MAINTENANCE

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

2.16 INTENTIONALLY OMITTED

2.17 INTENTIONALLY OMITTED

2.18 WORK PERFORMED OUTSIDE OF COUNTY

Unless specified otherwise in the Special Conditions, the Bidder shall include in the Bid, all expenses associated with work related to testing, sampling and inspection for any fabrication of materials, parts and equipment required in the scope of this Contract which occurs outside the County of Solano. Quality control for said work shall be performed by a certified laboratory or inspection firm which shall be pre-approved by the Engineer. Any onsite shop inspection required by the CITY shall be performed by the Engineer or his/her representative at the expense of the Contractor.

2.19 CONTRACTOR EXPERIENCE

The Bidder shall have been engaged in the business of the work specified herein for a period of at least ten (10) years. The Bidder shall submit a list with contact names and phone numbers of three (3) or more agencies for whom the Bidder has constructed similar projects. The list shall show the agencies' names and addresses, and an individual who may be contacted for reference for a project of similar scope. The individuals offered as references will be contacted. Failure to submit this list or unsatisfactory responses from the references shall, in the Engineer's sole judgment, be grounds for a non-responsive Bid.

3.0 AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT

The CITY reserves the right to reject any and all Bid Proposals. If a Contract is awarded, it will be to the lowest responsible responsive Bidder whose proposal complies with all the requirements prescribed and will be made within sixty (60) calendar days after the public opening of Bids. All Bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

The CITY reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any irregularity in any Bid. No Bid can be withdrawn during that period, except pursuant to Public Contract Code Section 5101 et seq.

3.2 RETURN OF BID GUARANTEES

All other Bid Bonds will be held until the Contract has been finally executed, after which they will be returned to the respective Bidders. The Bid Security will be forfeited to the CITY as liquidated damages without proof of loss if the Bid Proposal is accepted, a Contract based on that Bid Proposal awarded, and that Bidder fails to enter into the Contract in the form prescribed and submit the Performance and Payment Bonds, Insurance Certificates, and policies or endorsements required by the Contract documents within fourteen (14) days after such award is made by the CITY.

3.3 CONTRACT BONDS

The successful Bidder must furnish two (2) good and sufficient bonds on forms included in these documents: the Faithful Performance Bond shall be executed in the amount of one hundred percent (100%) of the Contract price and shall guarantee faithful performance of the Contract by the Contractor; the Payment Bond shall be executed in the amount of 100 percent (100%) of the Contract price and shall guarantee payment of labor, materials and all bills and obligations arising from the performance of the Contract. These bonds shall remain in full force and effect for a period of one (1) year from the date of Notice of Completion.

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the Surety Bond which it covers.

Any and all alterations, extensions of time, extra and additional work, and other changes authorized by these Plans and Specifications may be made without securing consent of the surety or sureties on the Contract bonds and each bond shall so specify.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material persons become insufficient, or the CITY has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the Contractor until such further bonds or additional surety has been furnished.

3.4 EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned, together with the Faithful Performance and Payment Bonds and insurance forms, in accordance with the time requirements set forth in paragraph H of Section 008110 titled, "Special Provisions."

No Bid Proposal shall be considered binding upon the CITY until the execution of the Contract by the CITY.

3.5 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract in accordance with the time requirements set forth in paragraph H of Section 008110 titled, "Special Provisions" after the Bidder has received notice of Contract award, shall be just cause for the annulment of the award at the sole election of the CITY. If the successful Bidder refuses or fails to execute the Contract and deliver the required bonds and certificates of insurance in proper form within the fourteen (14) days, the CITY may award the Contract to another Bidder. If the successful Bidder returns the required bonds and certificates of insurance in proper form after the fourteen (14) days, and the CITY elects to award the Contract to the successful Bidder, the CITY will deduct from the Contract completion period, the number of calendar days in excess of fourteen (14) that

the successful Bidder took to submit the bonds and certificates of insurance in proper form. If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract bonds in proper form, within the time stated, it is agreed and stipulated between CITY and the Bidder to whom any award is made that damage has been and will be sustained by the CITY. It is further agreed by the CITY and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the CITY will sustain by such delay. Therefore, the CITY and all parties who submit a Bid under this Notice of Invitation to Bid shall be deemed to have jointly studied and attempted to estimate the damages suffered by the CITY by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the CITY as the sole property of the CITY for full compensation for the damages suffered by the CITY as a result of the Bidder's failure to execute the Contract and furnish the bonds and insurance as required.

3.6 NOTICE TO PROCEED

The CITY intends to issue a Notice to Proceed within thirty (30) days of receipt of the executed Contract, proof of full compliance with all insurance requirements, Faithful Performance Bond, and the Payment Bond from the Contractor.

4.0 CONTROL OF THE WORK

4.1 AUTHORITY OF ENGINEER

The Engineer is defined as the person or firm authorized by the CITY to represent it during the performance of the work by the Contractor. The Engineer shall include persons, designated by the Engineer in writing to the Contractor, expressly authorized to act for the Engineer when the Engineer is not available to make decisions or take action required of the Engineer under the Contract documents. The Engineer has the authority to decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of these Contract documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and not subject to appeal to CITY staff or City Council. The Engineer shall further have the authority to implement decisions by direction to the Contractor which Contractor shall carry out promptly.

4.2 USE OF MATERIALS FOUND ON THE PROJECT SITE

The CITY does not warrant the suitability of any native material on the Project site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Project site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at his/her own expense all of that portion of the material so removed and used with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any roadway location that is not within the excavation, as indicated by the slope and grade lines shown on the Contract Drawings, without written authorization from the Engineer.

4.3 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Pipes, canals, structures, earthwork, and finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the Plans. Deviations from the Contract Drawings as may be required by the exigencies of the construction will be in all cases determined by the Engineer and authorized in writing only.

4.4 COORDINATION OF GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS

These General Conditions, Special Provisions, Technical Provisions, Plans, Drawings, contract change orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one (1) is as binding as though occurring in all. All parts are intended to be cooperative and to describe and provide for a complete work. In the event of conflict between Sections, the most stringent requirements shall apply.

4.5 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter, is not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract, so far as may be consistent with the CITY'S original intent. Any reference made in these Specifications or on the Drawings to any specification, standard, method, or publication shall be understood to refer to the latest revision of the reference. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

4.6 SUPERINTENDENCE

Before starting work, the Contractor shall designate in writing an authorized representative who shall have complete authority to represent and act for the Contractor. An authorized representative of the Contractor shall be present at the Project site at all times while work is in progress. Whenever the Contractor is not present on any part of the work where his/her presence may be desired to give direction, orders may be given by the Engineer in writing, and shall be received and obeyed by the superintendent or foreperson in charge of the particular work in reference to which orders are given. The Engineer shall have the authority to remove from the Project any employee of Contractor or any subcontractor, including, without limitation, any superintendent, foreman or other authorized representative, who refuses to obey an order or otherwise delays or disrupts the Project.

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction where indicated in and required by the Contract documents.

The Contractor shall be responsible to see that the completed work complies with the Contract documents.

4.7 INSPECTION

One (1) or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. Such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of the obligations to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract. Neither the inspection by the CITY through the Engineer, the CITY Inspector or any CITY employees, nor any order by the CITY for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the CITY, nor any extension of time, nor any possession taken by the CITY or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the CITY or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be waiver of any other or subsequent breach.

4.8 FINAL INSPECTION

When the Contract work has been completed, the Contractor shall file notification in writing with the Engineer, and the Engineer will make a final inspection.

4.9 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades shown on the Contract Drawings or established by the Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or which become due the Contractor.

4.10 EQUIPMENT

The Contractor shall provide adequate and suitable equipment to produce the quality and quantity of work required, and, when ordered by the Engineer, shall remove unsuitable equipment from the site. All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

4.11 RIGHT OF CITY TO TERMINATE CONTRACT

4.11.1 Termination for Convenience - The CITY may terminate this Contract in whole or in part at any time by written notice to the Contractor, if the CITY determines that termination is in its interest or the public interest. If the Contract is so terminated Contractor shall be entitled to payment for all work performed acceptably and to payment for all acceptable goods or services ordered by and delivered to Contractor before receipt of the written notice of termination, and to all reasonable costs of closing out the Contract, provided that Contractor provides a final itemized invoice for the above amounts within thirty (30) days after receiving the termination notice. Contractor shall not be entitled to its as-bid profit for the Project or any work not performed. Profit on work performed shall be paid at the contract rates for time-and-materials extra work, provided that no profit shall be paid for mobilization, Record Drawings, or O&M Manual line items, as applicable.

4.11.2 Termination for Cause - If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by Contractor otherwise than as herein provided, or if a general assignment of assets be made for the benefit of creditors, or if a receiver should be appointed for the Contractor or any of Contractor's property, or if at any time the Engineer finds that the performance of the work under this Contract is being unnecessarily delayed or that the Contractor is violating any of the conditions or covenants of this Contract, or executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the CITY may serve written notice upon the Contractor and his/her Surety of said CITY'S intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the CITY will immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and complete the work; provided, however, that if the Surety does not commence performance within fifteen (15) days from the date of said notice of termination, the CITY may take over the work and prosecute same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the CITY for any and all excess costs sustained by the CITY by reason of such prosecution and completion, including, without limitation, all costs incurred by reason of termination and

all damages, including liquidated damages, from late completion. In such event the CITY may take possession of, and utilize in completing the work all such plant materials, equipment, and tools as may be on the work site and necessary therefore.

4.12 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work shall be stopped in its entirety under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him/her, then the Contractor may on seven (7) days' written notice to the CITY, stop work or terminate this Contract and recover from the CITY payment for all work executed, any losses sustained on any material, and a ten percent (10%) profit on work performed.

4.13 SUSPENSION OF WORK

The CITY reserves the right to suspend and reinstate execution of the whole or any part of the work contracted without invalidating the provisions of the Contract in any way.

Orders for suspension or reinstatement of work will be issued by the CITY to the Contractor in writing. The time for completion of the work so suspended shall be extended for a period equal to the time lost by reason of the suspension.

Extra direct costs and expenses not including lost profit and/or overhead costs which, in the opinion of the Engineer, are caused by work suspensions so ordered by the CITY will be paid by the CITY to the Contractor.

4.14 EROSION AND SEDIMENT CONTROL

All actions and costs for erosion and sedimentation control shall be the responsibility of the Contractor.

The Contractor shall provide all reasonable erosion and sedimentation control measures that may be required by the state, county, and/or local jurisdictions and to protect disturbed ground from erosion and watercourses from sedimentation. Areas of clearing, grading and/or other disturbance shall be confined within the limits shown on the Plans, or as marked by the Engineer, to prevent undue damage by construction.

Precautions shall be taken by the Contractor to ensure that vehicles and equipment do not track and/or spill earth and/or materials onto public and/or private streets, roads, or rights-of-way. Any spillage and/or tracking shall be immediately removed should erosion and/or sediment discharge occur, even on a temporary basis, control measures shall immediately be taken by the Contractor to avoid further problems.

Proper erosion control measures and practices shall be followed during construction. An Erosion and Sediment Control Plan shall be submitted to the CITY for its records not later than ten (10) days before implementing any erosion control measures or practices included in the plan.

4.15 SURFACE RESTORATION

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the Engineer. Replacement of plants and shrubs shall be required where the easement travels through a developed parcel. In this case the CITY or Developer and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

4.16 POLLUTION CONTROL

Water - Oily or greasy substances, or other materials harmful to fish life, originating from the Contractor's operation shall not be allowed to enter or be placed where they may later enter any river, creek, canal, stream, or other water way. The Contractor shall not increase the turbidity of any watercourse flowing past the construction site unless precautions are taken downstream of the work to limit the increase in turbidity to a maximum of 25 Jackson Turbidity Units. Contractor shall be responsible for preparing a Pollution Control Plan and complying with such plan during the construction Project. Groundwater may be present at shallow depths. All spills must be reported to the CITY immediately.

Noise - It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed any of these maximums or the applicable Noise Ordinance whichever are more stringent:

- A. No individual piece of equipment shall produce a noise level exceeding 55 dBA at a distance of twenty-five feet (25'). Equipment in excess of this level shall be mitigated with the use of sound barrier walls.
- B. The noise level at any point outside the right-of-way or temporary construction area shall not exceed the limit allowed by the applicable Noise Ordinance during non-working hours. No equipment violating these standards shall be allowed to operate. Operations in excess of this level shall be mitigated with the use of sound barrier walls.

Air - The Contractor shall comply with all state and local pollution control regulations. No burning shall be allowed on the Project. Idling of internal combustion engines shall be held to an absolute minimum. All work shall conform to the Yolo-Solano Air Quality Management District and the California Air Resources Board (CARB). Contractor shall be responsible for preparing a Dust Control Plan and obtaining permits, if necessary, and shall be responsible for all associated costs.

4.17 SITE SECURITY

The Contractor shall provide in advance of starting construction, a list of all employees and vehicles that need access to the site. The Contractor shall provide periodic updates to this list. The Contractor shall provide a list of all scheduled deliveries to the Project site. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made.

All access gates to the Project site are to remain closed and locked at all times that traffic is not using the gates. The Contractor will be assigned a specific access point at the Project site. The Contractor may provide security personnel for access control during Project work hours. It is the Contractor's sole responsibility to secure all equipment, material, tools and other items used during the execution of the Contract.

4.18 HAZARDOUS WASTES AND UNFORESEEN CONDITIONS

In accordance with Section 7104 of the California Public Contract Code, if the work contemplated hereunder involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the CITY, in writing, of any: (I) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California 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; (II) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (III) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The CITY will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described in this Contract. In the event that a dispute arises between the CITY and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.19 EXISTING UTILITIES

The Contractor shall be responsible for the safeguarding of all utilities. The Contractor shall contact the following parties to ascertain and verify the existence and location of utility lines and facilities and shall coordinate all work in accordance with the information obtained from such inquiries in order to prevent damage to such lines and facilities.

Underground Service Alert (USA) (1-800-642-2444)

Prior to conducting any excavation, the Contractor shall contact the appropriate regional notification center as required by Government Code Section 4216 et seq. In accordance with Government Code Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work; provided that the Contractor shall first notify the CITY before commencing work on locating, repairing damage to, removing or relocating such utilities.

The Contractor shall immediately notify the CITY and the utility owner if it disturbs, disconnects or damages any utility.

Any sewer crossings shall conform to the State Health Department regulations for water/sewer separation and materials. Cost for special pipeline materials to meet Health Department regulations, and repair of services damaged shall be included in the cost of the bid items to which the work is appurtenant. No separate payment will be made.

The Engineer or his/her representative has endeavored to determine the existence of utilities at the work site from the records of the CITY's of known utilities in the vicinity of the work. The positions of these utilities, as derived from such records, are shown on the Plans. The service connections to these utilities may not be shown on the Plans.

The Contractor shall make his/her own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the work site.

4.20 [INTENTIONALLY OMITTED]

4.21 CULTURAL RESOURCES

The limits of construction activities do not pass through any known archaeological sites. However, it is conceivable that unrecorded sites could be discovered during construction. In the event that artifacts, human remains, or other cultural resources are discovered during construction activities. The Contractor shall notify the CITY immediately and comply with all applicable laws.

4.22 SUBCONTRACTS

The attention of the Contractor is directed to the provisions of Public Contract Code Sections 4100-4114, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

Each Subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Contract documents insofar as such provisions are relevant. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract documents. The Contractor shall be fully responsible to the CITY for the acts or omissions of his/her subcontractors and the persons either directly or indirectly employed by him/her. Nothing contained in the Contract documents shall create any contractual rights for a subcontractor against the CITY. If a legal action, including arbitration and litigation, against the CITY is initiated by a subcontractor or Supplier, the Contractor shall reimburse the CITY for the amount of legal, engineering and all other expenses incurred by the CITY in defending itself in said action.

The CITY and the Engineer reserve the right to approve all subcontractors.

5.0 CONTROL OF MATERIALS

5.1 STORAGE OF MATERIALS

Materials shall be stored to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be located to facilitate prompt inspection. Materials shall not be located or stored where detrimental to traffic and pedestrians. All material paid for as "Materials on Hand" shall be securely stored and shall be covered by the Contractor's fire and theft insurance.

5.2 DELIVERY OF MATERIALS

The Contractor shall furnish the Engineer with a duplicate delivery ticket for all materials to be used in the work. The delivery tickets shall show the quantity and type of materials to be used in the work.

5.3 MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work.

5.4 MATERIALS SPECIFIED

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of Engineer is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

All materials, equipment, and supplies provided shall, without additional charge to CITY, fully conform to all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract documents therefore or that a particular material, equipment, or supply was specified.

In accordance with Section 3400 of the Public Contract Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days after award of the Contract.

5.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED MATERIALS

The Contractor, upon written notice from the CITY, shall remove from the premises all materials condemned or rejected by the CITY, as defective, unsound, or improper, or in any way failing to conform to the requirements of the Contract documents. The Contractor shall at his/her sole expense, make good all work destroyed or damaged by such removal, and promptly replace materials damaged or improperly worked by him/her and re-execute his/her own work in accordance with the Contract without expense to the CITY. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of such defective work of the Contractor. The obligations of the Contractor under this section shall not extend to defective materials or equipment supplied by the CITY for incorporation into the work performed under this Contract. If the Contractor does not respond within ten (10) days after written notice, the CITY may remove and replace such materials at the expense of the Contractor.

5.6 SUBMITTALS

Submittals will be required for all materials, equipment, fabricated articles and purchased items. No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required. Submittals required by the Specifications shall be in accordance with this section and the Technical Specifications unless otherwise specified. Submittals not in accordance with the section requiring the submittal will be returned to the Contractor as unsatisfactory. Prior to transmission to the Engineer, the Contractor shall carefully review each submittal to confirm that it is complete and to verify whether or not the proposed items of work conform to Contract requirements. Each submittal shall be dated, signed, and certified by the Contractor as being correct and in conformance with the Drawings and the Specifications.

The Engineer will not review any items which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the responsibility of the Contractor. Items that are not in accordance with the Contract requirements shall be conspicuously noted as such. The Contractor shall identify each proposed deviation on the corresponding letter of transmittal and include a written explanation of the necessity for each deviation with the letter of transmittal. Deviations that are not conspicuously marked on both the letter of transmittal and the corresponding drawing or data will be deemed to have been disapproved by the Engineer or not reviewed by the Engineer.

Only those products that have been approved at the time of opening bids will be acceptable for use in the work; except, products may be approved after the bid opening date when there is sufficient time within the Contract period to permit testing and qualification.

Criteria pertaining to the qualification of products may be obtained from the Engineer. No extension of time will be granted for the purpose of testing and qualifying proposed products. If the Contractor believes that any shop drawing or communication relative thereto calls for changes in the work for which the Contract amount or time for completion should be changed, he/she shall not proceed with the changes in the work so called for and shall promptly notify the Engineer in writing of his/her estimate of the changes in the Contract amount and time for completion he/she believes to be appropriate

The Contractor shall refer to the Technical Specifications for Project specific submittal requirements.

5.7 MANUALS AND RECORD DRAWINGS

Service and Parts Manuals - The Contractor shall furnish the CITY four (4) copies of all installation, operation, and service manuals, with a parts list for each piece of equipment furnished. The service and parts manuals shall be labeled, indexed, and organized in three (3)-ring binders.

Record Drawings - On the job, the Contractor shall maintain an up-to-date marked set of the as-built Contract Drawings, showing the location and details of any changes made during construction. The Contractor shall give the CITY a clean, marked set of the as-built Contract Drawings showing construction changes before final payment and acceptance of the work. These shall be received and approved by the Engineer prior to final acceptance of electrical work.

5.8 PLACING WORK IN SERVICE

If desired by the CITY, portions of the work may be placed in service when completed, and the Contractor shall provide proper access to the work for this purpose. Nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the work in its entirety, for making good all defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the General Provisions and other Contract documents, nor shall such action by the CITY be deemed completion and acceptance, and such action shall not relieve the Contractor, his/her sureties, or insurers of the provisions of the section on CONTRACTOR'S INSURANCE, and the article on INDEMNIFICATION.

6.0 WARRANTIES AND REPAIRS

6.1 WARRANTIES AND REPAIRS

Guarantee And Warranty Requirements - The Contractor shall warrant and guarantee that the entire work constructed under the Contract fully meets all requirements of the Contract. The Contractor shall further warrant and guarantee that all work, including materials, articles, and equipment furnished by the Contractor under the Contract, shall be free of deficiencies and defects for a period of one (1) year after the date of Notice of Completion of the work unless specified otherwise.

The Contractor shall further warrant and guarantee to make or have made at Contractor's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications any part of the work which during the guarantee period is found to be deficient with respect to any provision of the Specifications.

The Contractor shall be fully responsible for all direct and indirect damages and expenses to the CITY proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by any subcontractor or manufacturer of equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantee shall inure to the benefit of the CITY for such longer period. The effective date for the start of the guarantee or warranty period shall be the date of recordation of the Notice of Completion. The Contractor also agrees to hold the CITY harmless from liability of any kind arising from damage due to said defects.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction to avoid injury to the CITY, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the CITY invoice for the corrective work.

If a defect or deficiency is of a kind which in the opinion of the Engineer requires immediate correction but the Contractor has failed to undertake corrective work within three (3) working days of receipt of written notice from the Engineer, the Engineer may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay the CITY invoice for the corrective work.

The CITY will have the right to use deficient material and equipment until it can be taken out of service without injury to the CITY. The guarantees and agreements set forth herein shall be secured by the "Faithful Performance Bond" furnished by the Contractor to the CITY at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.

This guarantee is not the exclusive remedy for the CITY in the event of any breach of this Contract.

7.0 LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

The Contractor shall keep fully compliant with all local, county, state and federal laws and ordinances and regulations which in any manner affect those engaged or employed in the work, or the manufacture of materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of those having any jurisdiction or authority over the same.

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the Drawings or Specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the CITY and Engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the CITY and Engineer, the Contractor shall bear all costs arising therefrom.

7.1.1 Hours of Labor - The Contractor shall forfeit, as penalty to the CITY, twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor of any tier under the Contractor, for each calendar day during which such worker is permitted or required to labor more than eight (8) hours in any one day or forty (40) hours per one (1)

calendar week, unless compensated at not less than time and a half per provisions of the Labor Code, Section 1810 to Section 1815 thereof, inclusive.

7.1.2 Exception - If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate shall be paid as specified in subsection 16200(a)(3)(F) of the Title 8, California Code of Regulations.

7.1.3 Labor Discrimination - 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.

7.1.4 Prevailing Wage - The minimum rates of wages applicable to the work to be done have been determined in accordance with the provisions of Sections 1770 et seq. of the California Labor Code.

Copies of the current schedules for prevailing wages are on file in the CITY'S office, and the contents of those schedules are included herein as if set forth in full. The Contractor shall post at each job site in a place readily available to all workers the current prevailing wage rate for each craft, group, and worker working on the job.

In addition, each employee at the time of hiring must be supplied with a notice that specifies the rates and basis (hourly, salary, commission or otherwise) of the employee's wages. The Contractor must notify the employee in writing of any changes to the information in the notice within seven (7) calendar days of the changes unless the changes are reflected on a timely wage statement or other writing. No notice is required if the employee is covered by a collective bargaining agreement containing such information.

The Contractor shall forfeit, as penalty to the CITY, two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for any work done under the Contract by him/her or by any subcontractor under him/her, in violation of the provisions of the Labor Code and in particular, Sections 1770 to 1780 thereof, inclusive. In addition to this penalty, the difference between such prevailing wage rate and the amount actually paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate adopted by the CITY. The possibility of wage increases is one of the elements to be considered by the Contractor in determining bid prices, and will not under any circumstances be considered as the basis of a claim against the CITY.

7.1.5 Payroll Records - Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Sections 16000 and Sections 16400 through 16404 of Title 8, California Code of Regulations. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by his/her subcontractors.

7.1.6 Reporting Requirements and Sanctions - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these Specifications shall be considered noncompliance. The minimum documents required include:

List of Subcontractors - Due seven (7) calendar days after date of Preconstruction Conference;
Certified Payroll Reports - An original and three (3) legible copies are due within seven (7) calendar days, upon the request of the Engineer;

Fringe Benefit Statement - Due with first payroll report and any time thereafter that fringe benefits change; and

Apprenticeship Certifications - Due with the first payroll report on which the apprentice appears. Other documentation may be required depending on the source of funding for the Project.

7.1.7 Apprentices - In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the Department of Industrial Relations, Division of Apprenticeship Standards, the appropriate number of properly indentured apprentices are to be employed in the prosecution of the work. Information relative to number of apprentices, identification, wages, hours of employment and standards of working conditions shall be obtained from the Department of Industrial Relations, Division of Apprenticeship Standards.

7.1.8 Fair Labor Standards Act - Bidders note the fact that Contractors are required to meet the provisions of the Fair Labor Standards Act of 1938, and as amended (29 U.S.C. Chapter 8).

7.1.9 Registration of Contractors - In accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code and Section 3300 of the Public Contract Code, Bidders must possess a State of California Contractor's License for the proper classification which must be valid at the time of bid, award, and until completion of the Contract.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

7.1.10 Permits and Licenses - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs for permits and inspections shall be included in the price entered in the Proposal under line item number one (1), "Mobilization and Demobilization". When the terms of permits obtained by either the Contractor or the CITY require inspections by agencies or authorities other than the CITY, the Contractor shall schedule the inspections and notify the Engineer a minimum of twenty-four (24) hours prior to the inspection being performed.

All work performed within road rights-of-way shall be done in accordance with the requirements of the Solano County Department of Public Works and/or City of Rio Vista Department of Public Works encroachment permit(s) which are hereby made a part of the Specifications. It shall be the responsibility of the Contractor to determine all requirements of said entities and to comply with all requirements. The Contractor shall be responsible for ascertaining the need for and obtaining any additional permits required. If there are conflicts among the requirements of said entities and CITY'S requirements, the most restrictive requirements shall be used.

7.1.11 Codes - The codes and regulations, together with local amendments when applicable adopted by the state and other governmental authorities having jurisdiction, shall establish minimum requirements for this Project. Wherever references are made in the Contract to the respective standards or codes in accordance with work are to be performed or tested, it is to be understood that the revision of the standards in effect on the date of the Bidder's proposal shall apply unless otherwise expressly set forth in the Contract.

7.1.12 Standard Specifications - Where the state standard specifications or the words "Standard Specifications" are referred to, the reference shall be to the Standard Specifications, State of California,

State Department of Transportation, ("Caltrans") May 2006, except where in the case where work is subject to Caltrans' approval, in which case the latest addition shall be used. As a minimum, this Project shall comply with Title 8, Title 19 and Title 24 of the California Code of Regulations, as may be amended from time-to-time, and as applicable at the time specific work is performed.

7.1.13 Fire Hazard - Flammable, volatile solvents in coating system components constitute a major hazard with regard to fire and explosions wherever flame or spark exposure is possible. All flames, smoking, and unapproved welding, etc., are strictly prohibited in work or storage areas. Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. All coatings, solvents, thinners and related products shall be stored in conformance with applicable state, county and/or local fire codes pertaining to flammable materials.

7.1.14 Public Contracts Code Section 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 assign 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the 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.

7.1.15 Compliance with State Requirements for use of subcontractors -
The Contractor's attention is directed to Section 6109 of the Public Contract Code, which prohibits a contractor or a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded or perform work as a subcontractor on a public works project. This section also prohibits a contractor from performing work on this Contract with a subcontractor who is ineligible to perform work on this Contract pursuant to the above Labor Code sections. The Contractor shall comply with all of the provisions of Section 6109 of the Labor Code.

7.2 EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

7.2.4 The Contractor will comply with all provisions of federal and state law, and of the rules, regulations, and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing and/or the California Labor Commissioner.

7.2.5 The Contractor will furnish all information and reports required by federal or state law, and by the rules, regulations, and orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, California Labor Commissioner, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further CITY contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner.

The Contractor will include this Equal Opportunity clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner, so that such provisions will be binding upon each subcontractor or vendor, the Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the administering agency to enter into such litigation to protect the interests of the administering agency.

The CITY further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in assisted construction work.

The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, that it will furnish the administering agency and the Secretary of Labor, Director of the California Department of Fair Employment and Housing such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the CITY'S primary responsibility for securing compliance.

7.3 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the CITY, the Council Members, the City Manager, the Engineer, their employees and duly authorized representatives from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7.4 SANITARY PROVISIONS

The Contractor shall provide sanitary facilities at all work locations.

7.5 PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to street improvements or facilities, utilities' facilities, adjacent property per Civil Code 832, and roadside trees and shrubbery that are not to be removed. If ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor began work.

Full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in protecting property as above specified, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be made.

7.6 RESPONSIBILITY FOR DAMAGE

The Council Members, the City Manager, the Project Manager, the Engineer, volunteers and employees of the CITY shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workers or the public, or for damage to an adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

7.7 DISPOSAL OF MATERIALS

Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill shall be disposed of legally by the Contractor.

When any materials, including excess or unsuitable excavated earth or other roadway materials, are to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file said permit or certified copy, together with a written release from the property owner, absolving the CITY from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the Engineer to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Special Provisions, full compensation for all costs involved in disposing of materials, including all costs of overhaul shall be considered as included in the prices paid for the various Contract items of work and no additional allowance will be made.

7.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the CITY, the Contractor shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the

work as previously specified and shall also be responsible for all materials delivered to the worksite. Where necessary to protect the work from damage, the Contractor shall, at his/her own expense, provide suitable drainage of the worksite and erect such temporary structures as are necessary to protect the work from damage during any period of suspension of work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the work specified and shall supply the CITY with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service the CITY shall perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

7.9 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the Contract has been completed in general conformance with these Plans and Specifications, the Engineer shall submit to the City Council the recommendation that the CITY formally accept the Contract.

7.10 PROPERTY RIGHTS FOR MATERIALS

Nothing in the Contract shall be construed as vesting to the Contractor any right to property or materials used after they have been attached or affixed to the work or the soil, or after payment has been made for ninety percent (95%) of the value of materials delivered by the Contractor to the Project site, or other location approved in writing by the Engineer.

7.11 PERSONAL LIABILITY

In carrying out any of the provisions hereof, or in exercising any authority granted by the Contract, there will be no personal liability upon any City Council Members or employees of the CITY, the Engineer, their employees or volunteers.

8.0 INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend CITY, the Engineer and their consultants, and each of their directors, officers, employees, or authorized volunteers (Indemnitees) and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Indemnitees and/or Contractor, or any directors, officers, employees, or authorized volunteers of Indemnitees or Contractor, and damages to or destruction of property of any person, including but not limited to, Indemnitees and/or Contractor or their directors, officers, employees or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Indemnitees or their directors, officers, employees or authorized volunteers, except the sole negligence or willful misconduct or active negligence of an Indemnitee or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law, ordinance or regulation, compliance with which is the responsibility of Contractor;

- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract documents. Such costs, expenses and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against an Indemnitee or its directors, officers, employees or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against an Indemnitee or its directors, officers, employees or authorized volunteers, in any and all such suits, actions or other legal proceedings.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by an Indemnitee or its directors, officers, employees or authorized volunteers.

8.2 INSURANCE

8.2.1 Commercial General Liability and Automobile Liability Insurance - The Contractor and all subcontractors shall provide and maintain the following commercial general liability and automobile liability insurance:

8.2.1.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

8.2.1.2 Limits - The Contractor and all subcontractors shall maintain limits no less than the following:

1. General Liability - Five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work/location (with the ISO CG 2503, or ISO CG 2504 or insurer's equivalent endorsement provided to the CITY) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Five million dollars (\$5,000,000) for bodily injury and property damage each accident limit.

3. Builder's Risk or Installation Floater "All-Risk" Insurance - Before commencement of the work, the Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire project which is the subject of the Contract, including completed work and work in progress. The policy or policies of insurance shall name the Contractor and the CITY as insureds as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the CITY, except that the deductible on earthquake coverage may be in accordance with the underwriter's requirements.

8.2.1.3 Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, the Engineer and their consultants, and each of their directors, officers, employees and authorized volunteers are to be given insured status (via Liability Insurance Endorsement [Section 006224] or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.
2. For any claims related to the work, the Contractor's insurance shall be primary insurance as respects the CITY the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers. Any insurance, self-insurance or other coverage maintained by the CITY, the Engineer or their consultants, and each of their directors, officers, employees or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, the Engineer and their consultants, and each of their directors, officers, employees or authorized volunteers.
4. The 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.
5. Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations and products liability.
6. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.
7. The automobile liability policy shall cover all owned, non-owned and hired automobiles.

8.2.2 **Workers' Compensation and Employer's Liability Insurance** - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

8.2.3 **Evidences of Insurance** – Within the time specified in these General Conditions and the Special Conditions, the Contractor shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement.

Such evidence shall include an additional insured endorsement signed by the insurer's representative.

The Contractor shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

8.2.4 **Continuation of Coverage** - If any of the required coverages expire during the term of the Contract, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement at least ten (10) days prior to the expiration date. If the CITY is damaged by the failure of the Contractor to maintain all required insurance, the Contractor shall bear all reasonable costs attributable to that failure.

8.2.5 **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

8.2.6 **Acceptability of Policy Forms and Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the CITY. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY.

8.2.7 **Notice of Cancellation** - Each insurance policy required by the Contract documents shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.

8.2.8 **Sub-Contractors** - In the event that subcontractors and sub-subcontractors are employed to perform any part of the work, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum general liability and automobile liability insurance requirements specified above.

9.0 PROSECUTION AND PROGRESS

9.1 SUBCONTRACTING

The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under his/her control. The Contractor shall perform with his/her own organization and with the assistance of workers under his/her immediate superintendence, work of a value of not less than fifty percent (50%) of the value of all work embraced in the Contract. The value of the work subcontracted shall be determined by summing all of the percentages identified for listed subcontractors on the Proposal Form. If the sum of such percentages exceeds fifty percent (50%), the CITY may treat the bid as nonresponsive and reject it on that basis. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the CITY, the subcontractor shall be removed immediately on the request of the Engineer and shall not again be employed on the work. No changes will be allowed from the approved subcontractor list without approval of the Engineer.

The Contractor agrees to be as fully responsible to the CITY for the acts and omissions of his/her subcontractors at all levels and for persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract Documents shall create any contractual rights for any subcontractor against the CITY. The Contractor shall cause every subcontractor to be bound by the terms of the Contract documents.

9.2 ASSIGNMENT

The performance of the Contract may not be assigned directly or indirectly except upon the written consent of the CITY. Consent will not be given to any proposed assignment which would relieve the original Contractor or his/her Surety of their responsibilities under the Contract, nor will the CITY consent to any assignment of a part of the work under the Contract.

The Contract may assign monies due or to become due to the Contractor under the Contract and such assignment will be recognized by the CITY, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper off-sets in favor of the CITY and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the CITY for the completion of the work in the event that the Contractor should be in default.

9.3 MEETINGS

9.3.1 Preconstruction Meeting – A meeting will be held at a time and place selected by the Engineer to discuss the work, construction schedule, mobilization for the start of work, and details of administrative procedures to be used during the progress of the work. Attending the meeting will be the Engineer and key members of the jobsite staff, representatives of the Facility operations staff, the Contractor's authorized representative and key members of the Contractor's staff, and key subcontractors as selected and requested by the Contractor. At the meeting, the Engineer will discuss details of procedures for access to the site, operational necessities at the facilities, procedures for payment estimates, safety, security, schedule of Project meetings, and other subjects as determined by the Engineer or requested by the Contractor.

9.3.2 Project Meetings – To enable orderly review of progress during construction and to provide for systematic discussion of problems, the Engineer will conduct Project meetings throughout the construction period. Project meetings will be held at least every week at the jobsite, or other designated location in accordance with a mutually acceptable schedule. More frequent meetings may be called after due notice to the Contractor. The purpose of the Project meetings is to analyze and resolve problems that might arise relative to execution of the work, to discuss potential impact the Contractor's operations may have on Facility operations, and to review the Contractor's look-ahead schedule. To the maximum extent practicable, the Contractor shall advise the Engineer at least twenty-four (24) hours in advance of the Project meeting regarding items the Contractor wishes to have added to the agenda. Persons designated by the Contractor to attend and participate in Project meetings shall have the authority to commit the Contractor to the resolution of problems as agreed upon in the Project meetings. Subcontractors, materials suppliers, and others may be invited to attend Project meetings when their aspects of the work are involved, but the Contractor shall remain wholly responsible for its obligations under Contract.

9.3.3 Schedule Review Meetings – A meeting will be held every month to review, evaluate, and discuss each construction schedule submittal. The Contractor shall designate persons to attend these schedule meetings who are familiar with the schedule and with current construction problems and activities and with the logic of the work sequences used in preparing the schedule and the updates. At the CITY'S discretion, these meetings may be combined with Project meetings.

9.3.4 Other meetings – From time to time as dictated by the construction progress concerns, the Engineer may call separate meetings for discussions of specific topics. The Contractor's authorized representative is required to attend these meetings as requested by the Engineer.

9.4 DELAYS AND TIME EXTENSION

If the Contractor is delayed in the progress of the work by any act or neglect of the CITY or the Engineer, or by any separate contractor employed by the CITY, or by strikes, lockouts, fire, acts of God, unusual weather conditions, or unavoidable casualties, the Contractor shall, within twenty-four (24) hours of the start of the occurrence, give written notice to the CITY of the cause of the potential delay and an estimate of the possible time extension involved. Within seven (7) days after the cause of delay has been remedied, the Contractor shall give notice to the CITY of any actual time extension requested as a result of the aforementioned occurrence.

For purposes of this Contract, the Contractor shall be entitled to a time extension for weather delays only when the Contractor's critical path activity, as shown on its most recent schedule update, is delayed by unusual weather for over four (4) hours in a given work day. Unusual weather shall be deemed to include only days of rainfall in excess of 0.10 inches.

Rainfall shall be as measured at Rio Vista, California and reported by the Western Regional Climate Center website, www.wrcc.dri.edu. No extra payment to the Contractor will be made for delays caused by unusual weather conditions.

Delays in delivery of equipment or material purchased by the Contractor or his/her subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. The CITY does not warrant the availability of "sole source" items or the timely performance of sole source suppliers and subcontractors and the Contractor's remedies for delay or other breach by such entities shall solely be against them and not against the CITY.

Other time extension claims by the Contractor must be within ten calendar days after occurrence of the event giving rise to such claim or within ten calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims for time extension must be made by written notice. An additional claim made after the initial claim has been implemented by contract change order will not be considered.

9.5 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly, or in part, for such period deemed necessary due to conditions considered unfavorable for the suitable prosecution of the work, or for such time deemed necessary due to the failure on the part of the Contractor to carry out orders given or to perform the work in accordance with these Plans and Specifications. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and/or methods are corrected, as ordered or approved in writing by the Engineer. The period of suspension will be included in determining the time for completion of work. In the event of a suspension of work under any of the conditions previously set forth, such suspension of work shall not relieve the Contractor of his/her responsibilities as set forth under the subsection titled "Legal Relations and Responsibility" in these General Provisions.

9.6 PROGRESS SCHEDULE AND ORDER OF COMPLETION

To ensure completion of the work within the time limit specified, and to assist the CITY in the scheduling of other work, Contractor shall submit to the CITY within ten (10) calendar days after he/she receives the Notice to Proceed a detailed schedule showing the proposed dates of beginning and completion of all significant items of work under the Contract. If the actual progress of the work varies materially from the proposed program, or if the Contractor proposes to change the program for any reason, he/she shall submit to the CITY the revised construction program which he/she proposes to follow. The proposed original and revised program shall be adequate, in the opinion of the CITY, to meet the requirements for

completion of the work as herein set forth. If, in the opinion of the CITY, the Contractor's proposed program or the actual progress of the work is insufficient to meet the specified requirements, the Contractor shall take such steps as are necessary to accomplish the required progress and completion.

When in the judgment of the CITY it is necessary to accelerate any part of the work ahead of schedule, the Contractor shall, when directed, concentrate his/her efforts on such part of the work.

9.7 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON - LIQUIDATED DAMAGES

The Contractor agrees to provide all materials, labor and equipment for the project stated in Section A - Technical Specifications. It is further stipulated and agreed that if the work contracted for is not completed within the time provided, the CITY will be actually and seriously damaged in the conduct of its affairs, and that from the nature of the circumstances, it would be impractical and extremely difficult to fix or compute the actual damage which may be sustained by the CITY in such event, and it is therefore stipulated and agreed that upon the failure of the Contractor to complete the work contracted for within the time provided, the Contractor shall pay the CITY the sum specified in Section 008110 for each and every day after the number of specified days from and after the issuance of the Notice to Proceed until the completion of said work and the acceptance thereof by the CITY, and that all sums due and payable by the Contractor to the CITY shall be deemed to be liquidated damages for such period and not a penalty, and may be offset by the CITY against any monies due the Contractor hereunder.

The work contracted for shall be deemed to be completed within the meaning of this Contract when same has been actually completed in accordance with the Plans and Specifications thereto and to the satisfaction of the CITY. Nothing in this section shall prohibit the CITY from granting to the Contractor an extension of time beyond the fixed date of completion and waiving of the damages specified in Section 008110.

9.8 PROJECT QUALITY CONTROL

9.8.1 Test Reports and Certifications - Where certifications or mill-test reports are required, the Contractor shall submit three (3) complete, certified copies. Certifications shall show chemical composition, mechanical properties, or other characteristics of the materials to be used in the work. Material specified by a referenced standard shall be certifiable by the mill or manufacturer under that standard. The testing, analysis, and certification shall be the responsibility of the Contractor.

9.8.2 Notices of Fabrication - The Contractor shall submit a separate notice of fabrication for each fabricated article and material. For articles and materials fabricated outside Solano County, the Contractor shall submit the notice fourteen (14) days before starting fabrication. The Contractor shall provide a certified third party inspection firm for all work performed outside Solano County. For articles and materials fabricated within Solano County, the Contractor shall submit the notice five (5) days before starting fabrication.

9.8.3 Responsibilities - The Contractor shall be responsible for full compliance with every requirement of the Contract documents and shall ensure that the work is in full accordance with these requirements. At all times, the Contractor's work will be subject to rigid inspection by the Engineer. Whether discovered by the Contractor or the Engineer, nonconforming work shall be corrected or replaced by the Contractor. For convenience, materials or equipment to be incorporated in the work may be designated in the Specifications by a trade name or the name of a manufacturer and the manufacturer's catalog item number information. Materials, articles, or equipment, even if supplied by a manufacturer designated in the Specifications, shall be accepted only if the items meet all other specification requirements.

The Contractor shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the work included in the Contract, except for materials and equipment specified to be furnished by the CITY. The materials, articles, and equipment provided for permanent installation in the work shall be new and shall be in accordance with these Specifications.

The Contractor shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that work conforms to the Contract documents. The Contractor shall be prepared to document its quality control activities. The Contractor shall require and ensure conformance with specified standards as a minimum quality for the work. When more stringent tolerances, codes, or specified requirements are required by a particular manufacturer or a particular item of work, the higher standards or more precise workmanship shall be provided.

The Engineer's inspections and tests are for the sole benefit of the CITY and shall not:

- A. Relieve the Contractor of responsibility for providing adequate quality control measures.
- B. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
- C. Constitute or imply acceptance.
- D. Affect the continuing rights of the CITY after acceptance of the completed work.

The Contractor shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles. Unidentified materials shall not be used in the work, including work at fabrication plants.

Sequencing and Scheduling of Inspections and Tests - The Contractor shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis. Where the Specifications require work to be tested or approved, it shall be tested only in the presence of the Engineer.

The Engineer shall be given timely notice of the Contractor's readiness for inspection and test. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the Engineer's staff, and the location of the inspection or test, but in no case shall less than twenty-four (24) hours' advance notice be given.

9.8.4 Testing - Materials and articles that are to be included in the works shall be subject to testing for conformance with the Specifications and Drawings. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the Engineer will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or work is in full accord with the Specifications and Drawings. The Engineer will have the right to select, test, and analyze, at the expense of the CITY, additional test specimens of the materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by the Engineer or the Contractor, to determine compliance with the applicable Specifications for the materials.

9.8.5 Inspection By the Engineer - Materials and articles that are to be included in the work shall be subject to rigid inspection by the Engineer for conformance with the Specifications and Drawings. The Contractor shall plan for the inspections to be continuous, repetitive, and detailed. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the CITY, both during manufacture or fabrication and after delivery to the site.

When practicable and convenient for the Engineer, inspection will be made during the manufacture of the articles and equipment. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete, and permanent improvements shall be subject to rigid survey verification. Materials or articles shall not be incorporated in the work until they have been inspected by the Engineer. After testing, work shall be covered or backfilled only with the approval of the Engineer.

The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.

9.8.6 Facilities for Inspection and Testing - The Contractor shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by the Engineer. The Contractor shall provide adequate lighting, access, and ventilation for a safe working environment for inspections and tests. The Contractor shall cooperate with the Engineer's staff in the performance of their respective duties and shall provide qualified personnel to assist with the performance of tests and inspections by them. When the Specifications require tests or inspections to be performed by the Contractor, the Contractor shall provide qualified, licensed, personnel to perform them.

9.8.7 Rejection of Work - The Engineer will have the right, at all times and in all places, to reject articles or materials to be furnished for the Project that fail to meet the requirements of these Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the work at the site. The Engineer will be the sole judge as to the acceptable quality of materials, articles, and work. However, where the Engineer, through an oversight or otherwise, accepts material, articles, or work that is defective or that is contrary to the Specifications, the material, article, or work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the Engineer.

Promptly after notification of rejection by the Engineer, the Contractor shall remove rejected portions or items of materials, articles, or work to a satisfactory distance from the vicinity of accepted items and shall replace the rejected materials, etc., with items acceptable to the Engineer.

9.8.8 Final Inspections and Acceptance - Final inspections for acceptance of materials, articles, equipment, and work will be made at the completion of all Contract work. A minimum of ten (10) working days prior to the estimated completion of the work, the Contractor shall notify the Engineer in writing of the pending completion of the entire work or an agreed portion thereof. The Contractor shall include with the notice a complete list of work items remaining to be completed. On or about the Contractor's estimated completion date, the Engineer will make a thorough inspection of the entire work. Defects or deficiencies noted during this inspection will be reported to the Contractor in writing. The Contractor shall notify the Engineer in writing when all items on the list are corrected. Shortly thereafter, the Engineer will make a thorough final inspection of the entire work.

If the Engineer determines the work to be complete, it will be accepted. If defects or deficiencies are noted during this inspection, they will be reported in writing to the Contractor. When the Contractor notifies the Engineer of the correction of these items, another final inspection will be scheduled.

9.9 SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours and/or days. The Contractor shall have in full force and effect an Injury and Illness Prevention Program (IIPP) covering all work of the Contractor and subcontractor employees at the site.

Safety provisions shall conform to all applicable federal, state, county, and local laws, ordinances, and to other rules of law applicable to the work. Where any of these are in conflict, the more stringent requirement shall be followed.

The Contractor shall maintain at the job office and/or other well-known place on the job site, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal, to the hospital or a doctor's care, of persons who may be injured on the job site.

The right of the Engineer and/or CITY to conduct construction review of the Contractor's performance is not intended to and will not include a review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

9.9.1 [Intentionally Omitted]

9.9.2 Ventilation - Ventilation and control of oxygen-deficient atmospheres, dusts, fumes, mists, vapors, and gases shall be in accordance with the CSO and all other applicable laws, ordinances and regulations.

9.9.3 Trench Safety - In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the CITY specific Plans to show details of provisions for worker protection from caving ground. This trench safety plan shall be submitted to and approved by the CITY prior to starting excavation for any trench or trenches five (5) feet or more in depth. The trench safety plan working Drawings shall be detailed Plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety Standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all areas. If excavation or trench work requiring a CAL-OSHA permit are to be undertaken, the Contractor shall submit a copy of his/her permit with the excavation/trench work safety plan to the CITY before work begins.

The CITY or the Engineer may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Special Provisions, and the records of such investigations are available for inspection at the engineering office. The detailed plan showing the design of shoring, which the Contractor is required to submit to the CITY for acceptance prior to excavation, shall not be accepted by the CITY if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the CITY or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads. Nothing contained herein shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

Inspection or testing by the CITY or any agent of the CITY is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction, nor make the CITY responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the CITY. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

Whenever abrasive blasting is to be performed for the removal of painted coating systems, the blast media shall be certified by CARB for unconfined blasting pursuant to CCR Title 17.

9.9.4 Facility Startup - The Contractor shall commission all systems and equipment to verify performance, function, and correct operation by performing procedures to activate, startup, adjust, test, and demonstrate that the work is in operating order in accordance with these general requirements of this section and the detailed requirements of the technical sections under the system or equipment specified.

To ensure that the work is ready for full-time operation, the procedures shall include verification, balancing, calibration, witness testing, documentation, inspection by equipment manufacturers and operator training where specified. The Contractor shall notify the Engineer five (5) days prior to starting each system or piece of equipment. During the startup period, the Contractor shall coordinate the operation of the facilities with Engineer, subcontractors, CITY'S operators, and manufacturer's representatives.

The Contractor shall furnish test equipment, measuring devices and supplies required to conduct tests. The Contractor shall maintain the equipment until acceptance, provide all lubricants, chemicals, and electricity necessary until acceptance, furnish all expendable supplies, gas, water, etc., required for startup, demonstration and testing, and dispose of all waste or used supplies, water, etc.

9.10 CONTRACT CLOSEOUT

9.10.1 Final Cleanup - Prior to final inspection, clean the entire construction area and all other areas affected by the performance of work under this Contract. Clean up work area using personnel specializing in and skilled in cleaning and maintenance work. The Contractor shall repair work using personnel skilled in executing the type of work being repaired. All work shall be executed to the highest trade standards applicable to that type of work.

The Contractor shall perform the following work prior to final inspection:

- A. The Contractor shall remove all temporary construction, signs, tools, equipment, excess material and debris.
- B. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
- C. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this work.

- D. Sweep clean and wash down all exterior pavement.
- E. Remove all hazardous material and material that may cause sediment in drainage systems prior to wash down.
- F. Remove all grease and oil stains on pavement caused by Contractor's equipment.

9.10.2 Contractor's Action List of Items to Be Corrected and/or Completed - During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

9.10.3 Semifinal Inspection/Substantial Completion - When the Contractor considers the work nearly complete, the Contractor shall review the Contract documents, inspect the work, and use the Contractor's action list to prepare a Contractor's punch list of all deficient or uncompleted items. The Contractor shall complete or correct items on the punch list. When the work is substantially complete, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract documents, inspected the work and believes that the work is substantially complete and ready for semifinal inspection.

On receipt of the Contractor's punch list and notice that the work is ready for semifinal inspection; the Engineer will inspect the work. The Engineer may add additional items to the Contractor's punch list; may find that the work is not ready for inspection; is ready for inspection but not substantially complete; or that the work is substantially complete. When the Engineer finds the work is substantially complete, it will prepare a final punch list and a Notice of Substantial Completion which will state the date of Substantial Completion and the time agreed to by the CITY and the Contractor (not to exceed thirty [30] days) in which the work shall be fully complete and ready for final inspection.

9.10.4 Final inspection, final completion and final payment - When the Contractor has completed or corrected all the items on the Engineer's final punch list, the Contractor shall give the Engineer written notice that the work is ready for final inspection. When the Engineer finds the work acceptable and fully complete in accordance with the Contract documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will recommend that the CITY issue a Notice of Completion, make final payment and accept the work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the work has been fully completed in accordance with the terms and conditions of the Contract documents.

9.10.5 Final Submittals include:

- A. Operation and Maintenance Manuals and Parts Lists
- B. Record Drawings
- C. Extra Materials
- D. Special Guarantees
- E. Insurance Certificate showing required continuation of coverage beyond Final Payment
- F. Release of Liens
- G. Waiver of claims by Contractor
- H. And any other submittals required by the Contract documents and not previously received

The CITY will record the Notice of Completion at the County Recorder's Office. The CITY will make final payment to the Contractor, subject to any statutory and contractual rights to withhold or deduct, not later than sixty (60) days after completion of the work as defined in Public Contract Code section 7107.

9.10.6 Record Drawings - The Contractor shall maintain on the jobsite, a complete set of Contract documents and a complete file of all addenda, Contract modifications and favorably reviewed submittals. The Contractor shall prepare a set of Record Drawings concurrently with the construction of the work and in accordance with the following:

- A. Show the invert elevation of all gravity piping and the top of pipe, top of conduit or top of protective concrete encasement for other utilities. Elevations shall be related to a permanent visible elevation bench mark set at the site by the Contractor.
- B. Show the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.
- C. Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The Contractor's copy of Contract documents, Contract modifications and Record Drawings shall be available to the Engineer for weekly verification that the records are being currently updated.
- D. The Contractor shall submit Record Drawings and obtain acceptance prior to completion.

9.10.7 Extra Materials - Deliver specified extra materials and parts to CITY. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

9.10.8 Twelve-Month Inspection – Unless specified otherwise in the Technical Specifications, approximately thirty (30) days prior to the expiration of the one (1)-year guarantee period, the Contractor shall tour the Project with the Engineer and/or the CITY to prepare a list of corrective work required under the twelve (12)-month guarantee. The Contractor shall correct all items found to be defective within twenty (20) days of receipt of the list of items to be corrected.

10.0 MEASUREMENT AND PAYMENT

10.1 MEASUREMENT OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights.

10.2 SCOPE OF PAYMENT

The Contractor shall accept the compensation as provided in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work; for performing all work contemplated and embraced under the Contract; for loss or damage arising from the nature of the work, or from the action of the elements, except as before provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until final acceptance by the CITY, and for all risks of every description connected with the prosecution of the work; and for completing the work according to these Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No allowance will be made, other than as indicated in this Contract, for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

10.3 PAYMENT FOR EXTRA WORK

Extra work, when ordered and accepted, shall be specified in a written contract change order and shall be executed in accordance with the terms therein provided. Payment for extra work will be made at the unit or lump sum price bid, when applicable, or as otherwise agreed upon in the contract change order.

Extra work which has not been agreed to in price prior to the work occurring shall be considered force account work. Where payment is to be made on a force account basis, the Contractor shall receive the actual cost of all material, equipment rental and operation and labor furnished by him/her plus an added markup of fifteen percent (15%); provided, however, that the CITY reserves the right to furnish such materials required as it deems advisable, and the Contractor shall have no claim for profit on the cost of such materials.

The Contractor shall provide a copy of the Daily Extra Work Report (DEWR) for each day of extra work. The DEWR is to be signed by the Contractor's authorized representative and the CITY'S on site representative on the day the work is performed. THE DEWR is to include the name and hours for each person, equipment designation and hours and designation and quantities of all materials. Items not included on the DEWR will not be paid for. Work on DEWR not signed by the CITY'S on site representative will not be paid for.

A copy of each DEWR with the labor rates, equipment rates, cost of materials, extended amounts, markups and total. Computer generated sheets can be submitted if the information on the computer sheets can be readily cross referenced with the signed DEWR.

To the total of the direct costs and markups referred to above shall be added an amount for actual additional Contractor bond and insurance costs (other than worker's compensation) incurred as a direct result of the force account work, not to exceed two and one-half percent (2.5%) of the direct costs with markup. The actual additional bond and insurance costs shall be substantiated by documentation submitted by Contractor to the Engineer. No additional markup on bond or insurance costs shall be allowed hereunder.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 9.1 titled "Subcontracting," an additional markup of five percent (5%) will be added to the total cost of said extra work including all markups specified in Section 10.3, titled "Payment for Extra Work." Said additional five percent (5%) markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

When both additional and deleted work are involved in any one change, the markup allowances of this section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For change order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, indirect and overhead costs and reduction in bond and insurance. The Contractor shall neither be entitled to nor claim anticipated profits on work that may be omitted.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited to, the Contractor's and all subcontractor's indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

10.3.1 Direct Labor Cost - Charges for all of the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman, when authorized by the Engineer for the workers used in the actual and direct performance of the work. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics. The time charged to extra work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those basic wages including current employer contributions for fringe benefits and including applicable subsistence and travel allowances, all as actually paid to workers under collective bargaining agreements or as regular workers under collective bargaining agreements or as a regular practice of the employer.

No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. The Contractor shall submit with the billing, copies of certified payrolls for labor associated with extra work. Overtime shall not be worked without prior approval of the Engineer.

10.3.2 Equipment Cost - Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of five-hundred dollars (\$500.00) or less. Equipment time charges shall be subject to the daily approval of the Engineer and evidence of such daily approval submitted with the billing. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of ten dollars (\$10.00) per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is ten dollars (\$10.00) per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

10.3.3 The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

10.3.4 Operators of rented equipment will be paid for as provided in Section 10.3.1, titled "Direct Labor Cost."

10.3.5 All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

10.3.6 Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Rental time will not be allowed while equipment is inoperative due to breakdowns.

10.3.7 The time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work. The following shall be used in computing the rental time of equipment on the work:

- A. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be two (2) hours of operation.

- B. When daily rates are listed, less than four (4) hours of operation shall be considered to be two (2) days of operation.

10.3.8 When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 10.3.2, titled "Equipment Cost."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement.

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 10.3, titled "Payment for Extra Work."

All force account work shall be adjusted daily upon Daily Extra Work Report sheets, furnished to the Contractor by the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

10.3.9 Material Costs - Charges for the cost of materials furnished by the Contractor shall be made provided such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges shall be net cost to the Contractor delivered at the job, including all applicable sales taxes and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.

10.4 PROGRESS PAYMENTS

On or before the tenth (10th) of each month the Contractor shall submit to the CITY a Request for Payment on forms to be provided by the CITY. The Request for Payment shall follow the form of the Schedule of Values required by the Engineer.

Upon receipt of a Request for Payment, the CITY shall review it as soon as practicable to determine if it is proper. Any Request for Payment determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not less than seven (7) days after receipt. Any Request for Payment returned to the Contractor shall be accompanied by a document setting forth in writing the reasons why the request is not proper.

Upon receipt of an undisputed and properly submitted Request for Payment the CITY shall prepare a written Progress Pay Estimate which shall include the total amount of work done including contract change orders and/or force account and allowances for materials on hand. The Progress Pay Estimate shall be submitted to the City Council for approval.

In accordance with the provisions of Section 20104.50 of the Public Contract Code, the CITY shall pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure on any Request for Payment submitted by the Contractor if the CITY fails to make the progress payment within thirty (30) days after receipt of an undisputed and properly submitted Request for Payment. The number of days available to the CITY to make a progress payment without incurring interest pursuant to Section 20104.50 of the Public Contract Code shall be reduced by the number of days by which the CITY exceeds the seven (7) day requirement set forth above for the return of an improper Request for Payment.

Pipelines, whether paid on a lump sum or unit price basis shall be considered 75% complete when laid and backfilled with compaction tests passed; 85% complete when hydrostatic and bacteria tests have passed, and pipe has been tied-in to the CITY'S system; and 100% complete when the paving is accepted.

To be acceptable for partial payment, materials on hand must be clean, undamaged, and properly stored as directed by the Engineer. The quantity of materials on hand shall not include materials used in any partially completed items of work. The Request for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances ("Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY'S interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

Each Progress Pay Estimate shall include an accounting of the Contract time, including any allowances or revisions due to weather and/or contract change orders.

The CITY will pay ninety-five percent (95%) of the amount of each Progress Pay Estimate less any withholds under this or the following sections, within thirty (30) days of approval of the Progress Pay Estimate by the Contractor and the Engineer. Five percent (5%) will be withheld as retention until completion of the Project. No payments, except the final payment, shall constitute an acceptance of any portion of the work.

Prior to issuance of a check from the CITY, the CITY may require the Contractor to furnish the following information: a current list of subcontractors, current fringe benefit statements, apprenticeship certifications, and certified payrolls.

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

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

The Contractor may elect to receive one-hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the CITY, whose decision on valuation of the securities is final.

10.5 RIGHT TO WITHHOLD PAYMENTS

When, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or good construction practice, or when in the Engineer's judgment the total amount of work done since the last estimate amounts to less than five thousand dollars (\$5,000.00), the CITY may elect to not prepare a Progress Pay Estimate and make no Progress Payment.

In addition to all other rights and remedies of the CITY hereunder and by virtue of law, the CITY may withhold or nullify the whole or any part of any progress payment or up to one-hundred and fifty percent (150%) of the disputed amount from the final payment (see California Public Contract Code Section 7107) to such extent as may reasonably be necessary to protect the CITY from loss on account of:

- A. Defective work not remedied, irrespective of when any such work be found to be defective;
- B. Claims or liens filed or other reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code Sections 1775, 1776, or 1777.7;
- C. Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- D. A reasonable doubt that the work can be completed for the balance then unearned;
- E. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- F. Costs to the CITY, including without limitation, liquidated damages, resulting from failure of the Contractor to complete the work within the proper time;
- G. Failure to comply with environmental and other regulatory requirements;
- H. Cost of insurance arranged by the CITY due to cancellation or reduction of the Contractor's insurance;
- I. Payments due the CITY from the Contractor, including but not limited to the monthly service charge, and consumption charge for water used by Contractor;
- J. Penalties under Labor Code Section 1775, 1776, 1777.5, 1810 through 1815, or any of them;
- K. Failure to adequately supervise the work competently and efficiently and pursue completion of the Project with an adequate work force in compliance with established construction schedule;
- L. Failure to maintain as-constructed information and Drawings current for the Project;
- M. Provisions of law that enable or require the CITY to withhold such payments in whole or in part; or
- N. Damage to another contractor or third party, work or property.

Whenever the CITY shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the CITY will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the CITY against claims or liens of mechanics, suppliers, subcontractors, etc., the CITY may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the CITY, indemnifying the CITY against any loss or expense, and upon acceptance thereof by the CITY, the CITY shall release to the Contractor monies so withheld.

10.6 CLAIMS FOR EXTRA WORK/FOR EXTENSIONS OF TIME

The Contractor shall not be entitled to the payment of any additional compensation or any extensions of time for any cause, including any act, or failure to act by the Engineer, or happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due written notice of potential claims as hereinafter specified. It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. It is also the intention of this Section to implement the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code of California. The Contractor hereby agrees that he or she shall have no right to additional compensation or an extension of time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

All claims shall be filed in writing on or before the times prescribed herein, but in no event later than thirty (30) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim). All claims shall set forth clearly and in detail, for each item of additional compensation or extension of time claimed, the reasons for the claim, references to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data necessary to substantiate the claim. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this provision.

The Contractor shall proceed with the work in accordance with the Plans and Specifications and determinations and instructions of the Engineer during the resolution of any claims disputes. The Engineer shall have authority to issue Field Directives and Field Orders, which Contractor shall properly carry out. If Contractor believes that any such Field Directive or Field Order entails work beyond the scope of the Contract, Contractor shall provide notice in accord with this Section 10.6.

10.6.1 Claims of Less Than Fifty-Thousand Dollars (\$50,000) – The CITY will respond in writing to claims for less than fifty-thousand dollars (\$50,000) within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the CITY may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection upon mutual agreement of the CITY and the Contractor. The CITY'S written response to the claim, as further documented, will be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

10.6.2 Claims Over Fifty-Thousand Dollars (\$50,000) But Not Over Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) – The CITY will respond in writing to claims over fifty-thousand dollars (\$50,000) but not over three-hundred and seventy-five thousand dollars (\$375,000) within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the CITY may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the CITY and the Contractor. The CITY's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

10.6.3 All Claims of Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) or Less - If the Contractor disputes the CITY'S written response or the CITY fails to respond within the times prescribed for claims of three-hundred and seventy-five thousand dollars (\$375,000) or less, the Contractor may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY'S response or within fifteen (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 such a demand, the CITY will schedule a meet and confer conference within thirty (30) days for settlement of the dispute. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of these provisions, the running of the period of time in which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference. The procedures governing all civil actions filed by the Contractor to resolve claims of three-hundred and

seventy-five thousand dollars (\$375,000) or less shall be those set forth in Public Contract Code Section 20104.4 which provides for mediation and judicial arbitration. In any suit filed under 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. The CITY will pay any portion of a claim that is undisputed in accordance with the payment provisions of the Contract.

10.6.4 Claims of Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) or More - All claims of \$375,000 or more are subject to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Jurisdiction over such claims shall rest with the Superior Court of the State of California.

10.6.5 Final Payment - Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, he/she shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. Completion of work will include submittal and approval of 'as-built' Record Drawings and final O&M manuals. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, he/she shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by change orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the work, and will file copies thereof with the CITY and the Contractor. The date of completion shall be the date upon which the CITY makes its formal acceptance of the work.

Within ten (10) days after the date of completion, the CITY will file in the Office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. Within sixty (60) days after completion of the work, as defined in Public Contract Code section 7107, the CITY will make final payment of the difference between said final estimate and all payments theretofore made to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sums or sums as may be withheld or deducted in accordance with CITY's rights under said statute or this Contract. All prior certifications, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the CITY, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alteration of the same, shall release the CITY, the Council Members, the City Manager, the Project Manager, the Engineer, employees and volunteers, from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

11.0 DEFINITIONS AND TERMS

11.1 DEFINITIONS

Whenever the following terms occur in the Contract documents, the meaning shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE - The formal action by the City Council accepting the work as being complete.

ACCEPTED BID - The bid (proposal) accepted by the CITY.

ADDENDA - A document issued by the CITY during the bidding period which modifies, supersedes, or supplements the original Contract documents.

ALLOWANCE - "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified in the Contract documents.

ASBESTOS - Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

BIDDER - Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the work contemplated, acting directly or through an authorized representative.

CHANGE OR DEVIATION -The use of an alternative item of material or equipment that may not necessarily conform to the letter of the Contract requirements.

CHANGE ORDER - A document signed by the Contractor and the CITY and authorized by the CITY regarding an addition, deletion, or revision in the work, or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Contract.

CITY INSPECTOR - The person or firm authorized by the CITY to conduct construction review or observation.

CITY – The City of Rio Vista or its authorized representative.

CLAIM - A separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provide for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the CITY.

CLARIFICATION - A document issued by the CITY to the Contractor that interprets the requirement(s) and/or design intent of the Contract documents, may not represent an addition, deletion, or revision in the work or an adjustment in the Contract price or the Contract times.

CONSULTANTS - Any individual, partnership, corporation, joint venture, or other combination thereof, performing work or services, directly or indirectly, for the CITY.

CONSULTING ENGINEER - The term "Consulting Engineer" means the Consulting Engineer or his/her authorized representative.

CONTRACT - The written agreement executed between the CITY and the Contractor covering the performance of the work.

CONTRACT TIME - The number of calendar days allowed for the completion of the work included in the Contract.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the Contract with the CITY for the performance of the work. The term "Contractor" means the Contractor or his/her authorized representative.

DAYS - Unless otherwise specified, days shall mean calendar days.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents.

ENGINEER - The person, agent, consultant, or employee designated by the CITY as Engineer authorized by the CITY, as set forth in the Contract documents, to represent the CITY, for the purposes of administering this Contract. Assistants, if designated by the Engineer to act on behalf of the Engineer, may do so provided they are authorized by the Engineer.

FIELD DIRECTIVE - Written documentation of the actions of the CITY or Engineer in directing the Contractor. Field Directives may be in the form of supplemental Drawings or instructions which may be issued as necessary to clarify or define the intent of the Contract Drawings or Specifications. There may be a change in Contract sum or Contract time involved with the work shown in a Field Directive. Also referred to as a Directive.

FIELD ORDER - A written order given to the Contractor authorizing work that is a change to the scope of the work carried out on a time and materials basis.

FINAL COMPLETION - The date when the work is one-hundred percent (100%) complete, including completion and acceptance of all punch list corrections, as certified by the CITY.

FURNISH - The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

HAZARDOUS WASTE - The term hazardous waste shall have the meaning provided in the Solid Waste Disposal Act (42 U.S.C. Section 6903).

HOLIDAYS - Legal holidays shall include the following holidays designated by the CITY: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

INSTALL - The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

MAY - "May," wherever or in whatever manner used, refers to permissive actions.

MILESTONE - A principal event specified in the Contract documents relating to an intermediate completion date of a separately identifiable part of the work or a period of time within which the separately identifiable part of the work should be performed prior to Substantial Completion of all the work.

NOTICE OF AWARD - The written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein within the time specified, the CITY will enter into an Agreement.

NOTICE OF COMPLETION - A form signed by the Engineer recommending to the CITY that the work is 100% complete, including completion and acceptance of all punch list corrections and fixing the date of final completion. After acceptance of the work by the CITY's City Council, the form is signed by the CITY and filed with the County Recorder.

OWNER – The CITY of Rio Vista or its authorized representative.

OR EQUAL - Whenever material or equipment is indicated in these Specifications by stating names of proprietary items or of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The Contractor may select any of these named items for use on the Project. When the name is followed by the words Aor-equal, ≅ it indicates that a substitution may be submitted for approval. An Aor-equal≅ item serves the same function; has the same dimensions, appearance, quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on Project details, cost, and program.

PLANS, DRAWINGS - The Plans (Drawings), or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

PROJECT - The total construction of which the work to be provided under the Contract documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.

PROVIDE - The words "provide" or "perform," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

PUNCH LIST - List of incomplete items of work and of items of work which are not in conformance with the Contract. The list will be prepared by the Engineer in writing when the Contractor notifies the Engineer in writing that the work has been completed in accordance with the Contract documents and is ready for the CITY'S acceptance.

REQUEST FOR INFORMATION (RFI) - A written request prepared by the Contractor requesting additional information necessary to clarify or amplify an item in the Contract documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract documents, or to address problems which have arisen under field conditions. An RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

REQUEST FOR QUOTATION (RFQ) - A request for a proposed cost made to the Contractor by the CITY to add, delete or change the work. RFQ's shall not be deemed to be directions to proceed with any addition, deletion or change to the work.

SALVAGE - All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the Contractor. The exact location to stockpile items shall be determined by the Engineer. The Engineer shall then make a determination as to which items are to be retained by the CITY. All other items shall be properly disposed of at no additional cost to the CITY.

SHOP DRAWINGS (SUBMITTALS) - Shop Drawings (submittals) are Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Provisions and Technical Provisions as supplemented by the Special Provisions.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the Plans identified or referenced as such.

STOP NOTICE - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the CITY. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

SUBCONTRACTOR - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the Contractor to perform any of the work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another subcontractor to perform any of the work.

SUBSTANTIAL COMPLETION - See Section 9.10.3, "Semifinal Inspection/Substantial Completion" for definition of Substantial Completion.

SUBSTITUTION - The use of an >or equal= item of material or equipment that meets the Contract requirements, but is not a listed manufacturer or equipment.

TECHNICAL SPECIFICATIONS - The Contract documents identified or referenced as such.

TERMS - Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, direction or prescription of the Engineer is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the Engineer, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

UTILITY - Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

WORK - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract documents.

WORKING DAYS - A working day is defined as any day, except Saturdays, Sundays and CITY Legal holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and CITY Legal holidays) shall be verified with the CITY at least seventy-two (72) hours in advance. The CITY shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

(END OF SECTION)

SECTION 008110

SPECIAL PROVISIONS

Description of Contract

CITY OF RIO VISTA

CONTRACT NO. PW2017- SKATE PARK

A. Definitions

Whenever the following terms occur in the contract documents, their meaning is as follows:

CITY	City of Rio Vista One Main Street Rio Vista, California 94571
GOVERNING BODY	City Council
PROJECT MANAGER	Name: David Melilli Title: Director of Public Works Agency: City of Rio Vista Phone:
ENGINEER/LANDSCAPE ARCHITECT	Name: Robert Norbutas Title: Landscape Architect Agency: Siegfried Engineering Phone: 209-943-2021 x102
CONSTRUCTION ADMINISTRATION	Name: Title: Agency: Phone:

B. Terms

Command type sentences used in the contract documents refer to and are directed to the CONTRACTOR.

C. Authority for the Work

The Notice Inviting Sealed Proposals (Bids) was approved and adopted by the Governing Body of the CITY on _____.

D. Marking and Addressing Bid Envelope

Seal the bid in an envelope addressed to the Owner and marked:

BID FORM

CONTRACT NO. PW2017- SKATE PARK

E. Reference Material

Record drawings for the _____ are provided in Section C of these Contract Specifications as a reference for the CONTRACTOR. Pertinent Shop Drawings for the Project are included as Section D of these Contract Specifications as a reference for the CONTRACTOR. Additional documentation on the project is available upon request.

F. Award of Contract or Rejection of Bids

Within a period of 60 calendar days after the opening of bids, the Owner will award the contract or reject all bids.

G. Time for Completion and Forfeiture Due to Delay

Project work will be substantially completed within 120 Calendar days from and after the date of the Notice to Proceed.

Pursuant to Government Code 53069.85, forfeiture for each day completion is delayed beyond the time allowed will be at the rate of \$1,000.00 per Calendar day.

H. Time to Furnish Bonds, Insurance and Contract

Any bidder awarded the contract shall deliver to the Owner the Contract (Section 005200), the Payment Bond (Section 006112) and Performance Bond (Section 006111), and the insurance certificates and endorsements (Sections 006220, 006221, 006222, 006223, 006224), with all said documents properly executed, filled-in and notarized where required, within FOURTEEN (14) DAYS from and after the date of Award of the Contract, or within such additional time as allowed by CITY.

(END OF SECTION)

SECTION A – TECHNICAL SPECIFICATIONS

1.0 MATERIALS

2.0 CONSTRUCTION DETAILS

END OF SECTION