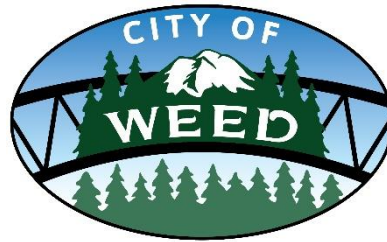


CITY OF WEED
CONTRACT DOCUMENTS

FOR CONSTRUCTION OF
MAIN STREET DEMOLITION PROJECT



PACE[®]
ENGINEERING



JULY 2026

JOB No. 161.117

**FOR INFORMATION ON THIS PROJECT, CONTACT
STEVEN WILSON OR JEN COLLINS AT 530-244-0202**

CONTRACT DOCUMENTS

MAIN STREET DEMOLITION PROJECT

FOR
CITY OF WEED

**550 MAIN STREET
WEED, CA 96094**

JOB No. 161.117

JULY 2026



07/16/2026

PACE ENGINEERING, INC.
5155 VENTURE PARKWAY, REDDING, CALIFORNIA 96002
530-244-0202 FAX: 530-244-1978

**FOR INFORMATION ON THIS PROJECT, CONTACT
STEVEN WILSON OR JEN COLLINS AT 530-244-0202**

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>
NOTICE INVITING BIDS	1000
INSTRUCTIONS TO BIDDERS	2000
BID	3000
NOTICE OF AWARD	4000
CONTRACT	4100
NOTICE TO PROCEED	4200
PERFORMANCE BOND.....	5000
PAYMENT BOND.....	5100
CONTRACTOR’S APPLICATION FOR PAYMENT	5200
CERTIFICATE OF SUBSTANTIAL COMPLETION	5300
GENERAL PROVISIONS	6000
WORK CHANGE DIRECTIVE	7000
CHANGE ORDER	7100
SPECIAL PROVISIONS.....	8000
ENGINEER’S SUPPLEMENTARY CONDITIONS	9000

ATTACHMENTS

- A Off-Site Disposal Agreement
- B Access Agreement for 269 Main Street

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

012100 - Measurement and Payment

DIVISION 02 - EXISTING CONDITIONS

024000 - Demolition

DIVISION 31 - EARTHWORK

312323 - Fill

PLANS

Sheet Numbers 1 through 3 – At End of Text

REFERENCE DOCUMENTATION UPLOADED TO VIRTUAL-BID.COM

Guzi-West Inspection & Consulting Comprehensive Asbestos, Lead Paint & Waste Characterization
NESHAP Survey Report (No. 2025-569), dated October 23, 2025.

NOTICE INVITING BIDS

Separate sealed Bids for the construction of the Main Street Demolition Project will be received by the City of Weed, at the office of Sandra Duchi, City Clerk, City of Weed, 550 Main Street, P.O. Box 470, Weed, CA 96094 until 3:00 p.m. local time on August 19, 2026, at which time the Bids will be publicly opened and read aloud. No Bids submitted by fax or email will be accepted. The Project consists of demolition and removal of existing fire-damaged building at 251, 265, and 269 Main Street, Weed, CA.

Engineer's Construction Cost Estimate is \$800,000 to \$1,200,000.

Bids will be received for a single prime contract. Bids will be on a lump-sum/unit-price basis. All bids shall be evaluated on the basis of the Base Bid amount.

A mandatory, pre-bid job site visit will take place July 29, 2026, starting at 10:00 a.m. at the project site, 269 Main Street, Weed, CA.

The Issuing Office for the Bidding Documents is City of Weed at the office of Sandra Duchi, City Clerk, City of Weed, 550 Main Street, Weed, CA 96094. Prospective bidders may examine the Bidding Documents at the Issuing Office during normal business hours. Questions regarding the Bidding Documents shall be directed to Steve Wilson at swilson@paceengineering.us or (530) 244-0202 or Jen Collins at jcollins@paceengineering.us (530) 244-0202. Each Bid must be in accordance with the Contract Documents, plans, and specifications.

The City of Weed (Owner) is using a third-party website, Virtual-Bid.com, to advertise these Bidding Documents. Virtual-Bid.com is a free service provided to review and download project Bidding Documents. Virtual-Bid.com is the only internet website for prospective bidders to obtain official project information and Bidding Documents for this project.

****DISCLAIMER REGARDING BID DOCUMENTS****

Electronic Bidding Documents are provided electronically and free of charge. It is the responsibility of each prospective bidder to verify the completeness of their printed Bidding Documents before submitting their bid and accompanying executed addenda acknowledgment forms. Users are cautioned that the Owner does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bidding Documents. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective subcontractors and suppliers.

Be advised that the information contained on Virtual-Bid.com may change without notice to prospective bidders. It is the responsibility of each prospective bidder to check Virtual-Bid.com on a daily basis through the close of bids for any applicable addenda or updates.

The Contract Documents include all items listed in the Contract. The document referred to as the "Standard Specifications" is the separately bound Standard Specifications for Public Works

Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified by the Special Provisions are part of the Contract Documents. Portions of Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents when referenced.

Each Bid shall be made in accordance with the Specifications and Bid requirements thereof, and no bid will be received unless it is made on Bid forms included in the Contract Documents. Each bid must be accompanied by cashier's check or Bidder's Bond made payable to City of Weed for an amount equal to at least ten percent (10%) of the total amount of the Bid as a guarantee that the Contractor will execute the Contract in conformance with the Bid and the Specifications. Such guarantee shall be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license in accordance with the provisions of Section 3300 of the California Public Contract Code.

No Contractor or subcontractor will be allowed to perform Work for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. This includes but is not limited to owner-operators, truck drivers, truck brokers, etc.

This project is funded by the City of Weed, which requires payment of the State of California prevailing wages.

WAGE RATE REQUIREMENTS

The State of California includes the general prevailing wage rate of per diem wages, holidays, and over-time work for each craft, classification, or type of workman needed to execute the Contract are established by the State of California, Department of Industrial Relations. State Prevailing Wage Rates can be obtained from www.dir.ca.gov/DLSR/PWD/. The Wage Decision, including modification, must be posted by the Contractor on the job site.

The Owner reserves the right to accept or reject any and/or all Bids and to make that award which is in the best interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. BID FORMAT

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the office where bids will be received as stated in the Notice Inviting Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as BID FOR MAIN STREET DEMOLITION PROJECT, and the envelope should bear on the outside the name of the Bidder and its address.

All Bids shall be made on the required Bid form(s). All blank spaces for Bid prices shall be filled in, in ink or typewritten, and the Bid form(s) shall be fully completed and executed when submitted. Any corrections to entries made on Bid form(s) shall be initialed in ink by the person signing the Bid. In case of discrepancy between unit prices and total shown in the Bid, unit prices shall prevail. Only one copy of the Bid form(s) is required unless otherwise specified. Additional sheets required to fully respond to requested information are permissible. All items listed on the Bidder's Checklist shall be included to constitute a complete Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn either personally or by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Modifications to Bids already submitted will be allowed if received in writing prior to the time fixed in the Notice Inviting Bids for opening of Bids. Any Bid received after the time and date specified shall not be considered.

2. BIDDER'S UNDERSTANDING

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. If the Bidder determines any errors or inaccuracies in the Contract Documents, the Bidder shall immediately notify the Engineer. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or the Engineer or any other person shall not affect the risks or obligations assumed by the Contractor or relieve them from fulfilling any of the conditions of the Contract.

All information or responses of a Bidder in its Bid and other documents accompanying the Bid shall be complete, accurate and true. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid, in the Owner's sole discretion, for nonresponsiveness.

3. BID GUARANTEE

Each Bid must be accompanied by a Bid Guarantee, consisting of a Bid Bond payable to the Owner. The Bid Guarantee shall be in the amount of ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will, upon written request, return the Bid Guarantees of all except the three lowest responsible Bidders. When the Contract is executed, the Bid Guarantees of the two remaining unsuccessful Bidders will be returned, upon written request. The Bid Guarantee of the successful Bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. Unless specifically requested by Bidders in writing, Bid Bonds will not be returned, but will be considered void and will be destroyed when Bid Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's Bond form enclosed in these Documents or on a form that conforms to it. The bonds must be executed by a duly licensed surety company which is listed in the latest circular 570 of the United States Treasury Department as being acceptable as a surety on federal bonds.

A Performance Bond and a Payment Bond, each in the amount of 100% of the total contract amount as stipulated in the General Provisions, will be required for the faithful performance of the Contract. The Performance Bond shall remain in effect until the end of all warranty periods set forth in the Contract Documents.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

4. EVALUATION OF BIDS

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

Evaluation of Bids:

1. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid or prior to the Notice of Award.
2. Award will be made to the lowest overall Bidder based on the Base Bid amount, subject to satisfaction of the conditions described above.

3. For the determination of the apparent low Bidder when unit price Bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump-sum items.

In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

5. AWARD OF CONTRACT

No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond, Payment Bond, and insurance certificates and California Air Resources Board (CARB) In Use Off-Road Diesel-Fueled Fleets Regulation valid Certificate of Reported Compliance as specified in the Contract Documents within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and Bond forms. In case of failure of the Bidder to execute the Contract, the Owner may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Owner.

The Owner, within ten (10) calendar days of receipt of acceptable Performance Bond, Payment Bond, Contract signed by the party to whom the Contract was awarded, insurance certificates, and California Air Resources Board (CARB) In Use Off-Road Diesel-Fueled Fleets Regulation valid Certificate of Reported Compliance shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw their signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Award will be made to the lowest responsible Bidder submitting a responsive Bid.

If, at the time this Contract is to be awarded, the total of the lowest responsive Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all bids or take such other action as best serves the Owner's interests.

6. LIST OF SUBCONTRACTORS AND REGISTRATION

As stipulated in the General Provisions, Section 1-6.2, each Bidder shall submit with their Bid a list showing the name, address, and type of work to be performed by each subcontractor who will be employed by the Contractor in performance of the work in the amount of more than one-half of one percent of the total Contract amount("Subcontractors List"). If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself.

An inadvertent error in listing the California contractor license number on the Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the Owner within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

No Contractor or subcontractor may be listed on a Bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. The subcontractor's registration must remain active throughout the term of the Contract.

An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

1. The subcontractor is registered prior to the bid opening.
2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

7. ADDENDA AND EXPLANATIONS TO BIDDERS

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other 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 shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bid. Oral explanations and interpretations shall not be binding.

Prior to Bidding, the request for Engineer's clarification of materials and equipment considered "or equal" must be received by the Engineer at least 15 days prior to the date for receipt of Bids. Requests for Engineer's clarification received after this date may not be reviewed.

8. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS

All Bidders, including General Contractors and specialty Contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. The Prime Contractor shall hold a Class A license.

9. TAXES AND OTHER FEES

The prices submitted in the Bid shall include all sales taxes, other taxes, and applicable fees.

BID

Bid of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ (Insert "a corporation," "a partnership," or "an individual" as applicable) to the City of Weed (hereinafter called "Owner").

Bidder hereby proposes to perform all work for the construction of the Main Street Demolition Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies; and in the case of a Joint Bid, each party thereto certifies as to its own organization that its Bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

The documents listed in the Bidder's Checklist are submitted with and made a condition of this Bid:

BIDDER'S CHECKLIST

Item	Checked
A. Bid	
B. Information Required of Bidder	
C. List of Subcontractors	
D. Bid Bond or Other Bid Guarantee	
E. Non-Collusion Affidavit	
F. Public Contract Code Questionnaire	
G. Drug-Free Workplace Certification	
H. Contractor's Certification Regarding Workers' Compensation Insurance	

I. Wage Requirements	
J. Iran Contracting Act Certification	
K. Executive Order N-6-22 Economic Sanctions Certification	
L. Certification of Non-Segregated Facilities	
M. Certification Regarding Debarment	
N. Power of Attorney (only if applicable, form not included)	
O. Authority to Sign Bid (only if applicable, form not included)	

Bidder will complete the Work in accordance with the Contract Documents for the following lump-sum (stipulated) price(s):

Lump-Sum Price:

BASIS OF BID				
BID ITEM	DESCRIPTION	QTY	UNIT	TOTAL COST
251 and 265 Main Street				
1	Building Demolition Above Grade	1	LS	\$
2	Building Demolition Below Grade	1	LS	\$
3	Backfill and Grading	1	LS	\$
4	Sheeting, Shoring, and Bracing	1	LS	\$
TOTAL:				\$
269 Main Street				
5	Building Demolition Above Grade	1	LS	\$
6	Building Demolition Below Grade	1	LS	\$
7	Backfill and Grading	1	LS	\$
8	Sheeting, Shoring, and Bracing	1	LS	\$
9	Hazardous Materials Assessment Investigation	1	LS	\$
TOTAL:				\$
TOTAL BASIS OF BID (ITEMS 1-9):				

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with raised seal.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving
notices: _____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License _____

Employer's Tax ID No.: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information, except for item 4, at the time of Bid Opening. The apparent low Bidder shall submit item 4 within five calendar days post bid. Additional sheets shall be attached as required. Failure to properly complete this form will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the information required of the Bidder is delivered to the Owner.

- 1) Bidder's Name, Address, and Phone Numbers:

Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

- 2) Bidder's Contractor License Information:

Primary Classification: _____

California State License No. and Expiration Date: _____

Specialty classifications held, if any: _____

Department of Industrial Relations Registration No.: _____

- 3) Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

- 4) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition. Financial statements attached to the Bid should be in a separate sealed envelope to be kept confidential and will not be subject to public review.

- 5) ATTACH TO THIS BID a list of five projects completed by the Contractor's proposed jobsite superintendent during the last 5 years involving work of similar type and complexity.

The list shall include the following information as a minimum:

- Names, address, and telephone number of Owner
- Name of project
- Location of project

- Brief description of the work involved
- Name, address, and telephone number of Engineer
- Contract Amount
- Date of Completion of Contract
- Amount of liquidated damages assessed against Contractor
- Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

To be considered for award, the Bidder and the job site superintendent who will be assigned this project shall have completed at least five projects of similar type and complexity and comparable value. Bidders who meet the above qualifications shall ascertain before submission of their Bid that any other subcontractor listed in this Bid shall also have these qualifications for their area of work.

LIST OF SUBCONTRACTORS

Per Section 4104 of the State of California Public Contract Code, each Bidder shall list below the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid.

Bidders shall also list the portion of the work that will be done by each such subcontractor under this act. The Prime Contractor shall list only one subcontractor for each such portion as is defined by the Prime Contractor in the Bid.

Name and Location of Business	License No./DIR No.	Portion of Work	% of Total Contract
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		

Note: Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to subcontractors without prior written approval of the Owner.

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Weed Address <i>(principal place of business)</i> : 550 Main Street Weed, CA 96094	Bid Project <i>(name and location)</i> : Main Street Demolition Project Weed, CA Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and all other conditions to the contract between Bidder and Owner become effective, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work, or to the specifications.
7. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
8. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located. In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.
9. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and will not pay, any person or entity for such purpose.

By _____

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

State of California

County of _____

Signature _____

Signature of Notary Public

Subscribed and sworn to (or affirmed) before me

On this _____ day of _____, 20____,
Date Month Year

by

(1) _____

and (2) _____
Name(s) of Signer(s)

Seal

Place Notary Seal and/or Stamp Above

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

PUBLIC CONTRACT CODE QUESTIONNAIRE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder [check one] has _____, has not _____ been convicted within the preceding three (3) years of any offense referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2)-year period because of the Contractor's failure to comply with an order of a federal court that orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR/APPLICANT:

The Contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation, and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or loan:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:

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

PROJECT: MAIN STREET DEMOLITION PROJECT

OWNER: CITY OF WEED

STATE OF CALIFORNIA, SISKIYOU COUNTY

DECLARATION:

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.

Contractor: _____

Signed: _____

Date: _____

WAGE REQUIREMENTS

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

STATE WAGE REQUIREMENTS

Prevailing Wages: The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in subdivision 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the Prime Contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Contractor hereby acknowledges that the prevailing wage rates of the State of California apply to this Contract.

Contractor Name

Signature

Date

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, the following Iran Contracting Act certification is required if your bid totals \$1,000,000 or more.

If your bid totals \$1,000,000 or more, you must complete only one of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification. To complete paragraph 2, simply check the corresponding box.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ (date),

at _____ (city), _____ (state).

_____ (signature)

_____ (printed name)

OR

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

EXECUTIVE ORDER N-6-22 – ECONOMIC SANCTIONS CERTIFICATION

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is attached hereto.

I declare under penalty of perjury under the laws of the State of California that we have reviewed and are in compliance with EO N-6-22.

Date: _____

(Name of Contractor)

By: _____ (Printed Name)

(Title)

(Signature)

at _____ (City), _____ (State).

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-6-22

WHEREAS California has a strong commitment to fundamental rights and freedoms at home and around the world; and

WHEREAS the Russian Federation (Russia) has mounted aggressive, unlawful, and violent actions against Ukraine and its people, flouting these fundamental rights and freedoms; and

WHEREAS Russia's attacks on Ukraine and its people have significantly escalated since 2014, despite significant diplomatic efforts by the United States and its partners and allies to stop Russian aggression; and

WHEREAS on February 21, 2022, United States President Joseph R. Biden Jr. issued Executive Order 14065 finding that Russia's purported recognition of the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine contradicts Russia's commitments under the 2014 Minsk cessation of hostility agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine; and

WHEREAS Executive Order 14065 expands upon a number of previous Executive Orders related to Russia's mounting actions to undermine the sovereignty and territorial integrity of Ukraine, including Executive Orders 13660, 13661, 13662, 13685, and 13849, and further federal actions may follow; and

WHEREAS on February 24, 2022, Russia launched a large-scale invasion of the sovereign nation of Ukraine and continues to conduct a lawless assault on the Ukrainian government and people; and

WHEREAS California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine and its people as an assault on fundamental international rules and norms that have prevailed since the Second World War; and

WHEREAS President Biden and American allies and partners around the world have announced significant economic sanctions on key Russian institutions and banks and on the architects of this war of choice, including Russian President Vladimir Putin, among others; and

WHEREAS California is proud to be home to one of the largest Ukrainian populations in the United States, and continues to stand with the government and people of Ukraine, who have fought with incredible bravery to defend their country and freedom; and

WHEREAS California supports President Biden's efforts to hold Russia accountable for violating Ukrainian sovereignty, for its disregard for the lives and well-being of the Ukrainian people, and for its hostility to freedom and democracy; and

WHEREAS thousands of Russian citizens have courageously taken to the streets to protest their government's lawless invasion of Ukraine, and many

Californian immigrants from Russia and Californians of Russian descent have marched in solidarity with these Russian protestors; and

WHEREAS California's National Guard and the U.S. government have had a nearly three-decade relationship with Ukraine working to support its Ministry of Defense, Ministry of Interior, and Armed Forces by providing military equipment and training as well as humanitarian assistance, from helping to renovate schools and providing school supplies to volunteering at orphanages; and

WHEREAS over the last twenty years, the Office of Emergency Services, along with the California National Guard and the California Emergency Medical Services Authority, has provided training and conducted exercises with the Ukrainian Ministry of Defense and Armed Forces on utilizing the Emergency Management and Incident Command System; and

WHEREAS California, which has a long history of welcoming Ukrainian and other refugees, will continue to support resettlement, in partnership with the federal government, of those seeking safety and freedom from Russia's aggression in Ukraine; and

WHEREAS according to UN agencies, Russian aggression since 2014 has internally displaced 1.5 million Ukrainians, caused an estimated 50,000 casualties, and destabilized the region, and its recent invasion of Ukraine threatens to create Europe's largest refugee crisis in decades, with more than a million refugees fleeing Ukraine in the last week; and

WHEREAS many companies in California have taken steps to limit economic transactions with Russia and Russian entities, to combat misinformation about Russia's actions in Ukraine, and to support the government and people of Ukraine; and

WHEREAS California calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall review all contracts for commodities, services, and technology to determine whether they comply with existing economic sanctions; and

2. All agencies and departments subject to my authority shall terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions, and shall refrain from entering into any new contracts with such individuals or entities while economic sanctions are in effect; and
3. All agencies and departments subject to my authority shall notify all contractors and grantees of their obligations to comply with economic sanctions within 45 days of this Order, and the Department of General Services and the Department of Technology shall provide guidance on such communications within 14 days of this Order; and
4. All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions; and
5. All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine; and
6. The Department of General Services and Department of Technology shall issue procurement guidance to agencies and departments regarding compliance with economic sanctions and supporting Ukrainian businesses to the extent permitted by state law.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

CERTIFICATION OF NON-SEGREGATED FACILITIES

(a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer

(Please Type)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (3) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.
- (4) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NOTICE OF AWARD

Owner: City of Weed Owner's Project No.: 9282025
Engineer: PACE Engineering, Inc. Engineer's Project No.: 161.117
Project: Main Street Demolition Project
Contract Name: Main Street Demolition Project
Bidder:
Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to **[Owner]****[Engineer]****[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Provisions.
3. California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation valid Certificate of Reported Compliance for all vehicles, including subcontractor vehicles, selected for this project that is subject to this regulation.
4. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement.

Owner: City of Weed
By (signature):
Name (printed):
Title:
Date of Issuance:
Copy: Engineer

CONTRACT

THIS Contract, entered into on this day _____, 20____, by and between the City of Weed, hereinafter called "Owner," and _____, doing business as _____ (Insert "a corporation," "a partnership," or "an individual" as applicable), hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Main Street Demolition Project ("Project"). The Work is generally described as follows: The Project consists of demolition and removal of existing fire-damaged building at 251, 265, and 269 Main Street, Weed, CA.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will complete all the work in the Contract Documents within the time period shown in the Special Provisions 6-4.1 unless the period for completion is extended otherwise by the Contract Documents. If the Contractor fails to complete this Contract, and the Project within the time fixed for completion, the Contractor shall become liable to the Owner for all loss and damage that the Owner may suffer on account thereof. Time is of the essence.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein.
5. The Contractor agrees to commence work and reach completion pursuant to the terms set forth in the Contract Documents.

The Work will be substantially complete within 90 days after the date when the Contract Times commence to run as provided in the Notice to Proceed or by December 23, 2026, and completed and ready for final payment in accordance with SS 7-3 within 30 days after the date when the Contract Times commence to run ("Contract Time").

6. Liquidated Damages – Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - a. Substantial Completion: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness

for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

7. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Contract.
8. The term "Contract Documents" means and includes the following:
 - a. Notice Inviting Bids
 - b. Instructions to Bidders
 - c. Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to Notice of Award)
 - d. Notice of Award
 - e. Contract
 - f. Performance Bond
 - g. Payment Bond
 - h. General Provisions
 - i. Special Provisions
 - j. Engineer's Supplementary Conditions
 - k. Technical Specifications
 - l. Any Referenced Specifications
 - m. Notice To Proceed
 - n. Contractor's Application for Payment
 - o. Certificate of Substantial Completion
 - p. Change Orders/Work Change Directives (as may be executed)
 - q. Plans consisting of 3 sheets with each sheet bearing the following general title: Main Street Demolition Project
 - r. Addenda (numbers __ to __, inclusive)
9. The Owner will pay to the Contractor in the manner and at such times and such amounts as set forth and required by the Contract Documents.
10. Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
11. The Owner and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before

acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the Owner and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

12. The Owner has retained PACE Engineering, Inc. ("Engineer") to act as Owner's Representative, assume all duties and responsibilities of Engineer, and have rights and authority assigned to Engineer in the Contract.
13. Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner, nor without the prior written consent of the Surety on the Contractor's Performance Bond ("Surety"), unless the Surety has waived in writing its right to notice of assignment.
14. All terms and conditions of the Contract Documents are incorporated in this Contract by this reference. The Contract Documents and this Contract, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
15. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
17. In entering into this Contract to supply goods, services, or materials, the Contractor offers and agrees to assign to the Owner 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 Contract. This assignment shall become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.
18. The Contractor shall not perform work on this Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. In accordance with Public Contract Code Section 6109, any contract with such an ineligible subcontractor is void as a matter of public policy.
19. In the event suit or action is brought by any party under this Contract to interpret or to enforce any of the terms of this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs to be fixed by the court having jurisdiction thereof.

20. In any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. **The contract documents shall include provisions to compensate the contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The contract documents shall include provisions that the contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.**
21. Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any ... city ... shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract. **Every contract shall contain a provision stating that the contracting parties shall be subject to that examination and audit.** The failure of a contract to contain this provision shall not preclude the California State Auditor from conducting an examination and audit of the contract at the request of the public entity entering into the contract or as part of any audit of the public entity.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate (three copies), each of which shall be deemed an original, on the date first above written.

OWNER:

Attest: _____

By: _____
(Individual's Signature)

Name: _____

Name: _____
(Please type)

Title: _____

Title: _____

CONTRACTOR:

Attest: _____

By: _____
(Individual's Signature)

Name: _____

Name: _____
(Please type)

Title: _____

Address: _____

NOTICE TO PROCEED

Owner: City of Weed Owner's Project No.: 9282025
Engineer: PACE Engineering, Inc. Engineer's Project No.: 161.117
Contractor: _____ Contractor's Project No.: _____
Project: Main Street Demolition Project
Contract Name: Main Street Demolition Project
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Time under the above Contract will commence to run on **[date Contract Time is to start]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Contract:

The number of days to achieve Substantial Completion is 90 days from the date stated above for the commencement of the Contract Time, resulting in a date for Substantial Completion of December 23, 2026; and the number of days to achieve readiness for final payment is 120 days from the commencement date of the Contract Time, resulting in a date for readiness for final payment of January 22, 2027.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Weed
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Weed Mailing address <i>(principal place of business)</i> : 550 Main Street Weed, CA 96094	Contract Description <i>(name and location)</i> : Main Street Demolition Project Weed, CA Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract and any alteration thereof made as therein provided, including all contractual guarantees and warranties of materials and workmanship, and shall fully indemnify and save harmless, including for all attorneys' fees and costs the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.2. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.3.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.3.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work or to the specifications.
11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
13. Definitions
 - 13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the Contract and the Contract Documents.

- 13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 13.5. *Contract Documents*—All the documents that comprise the Contract between the Owner and Contractor.
14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
15. In the event suit is brought upon this bond by the Owner and judgment is recovered, Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fees to be fixed by the court.
16. Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.
17. As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15
18. Modifications to this Bond are as follows: None.

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Weed Mailing address <i>(principal place of business)</i> : 550 Main Street Weed, CA 96094	Contract Description <i>(name and location)</i> : Main Street Demolition Project Weed, CA Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The condition of this obligation is that if the Contractor or any of its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, than the Surety will pay the same in an amount not exceeding the amount herein above set forth.
4. In case suit is brought upon this bond, Surety will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
5. The Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
6. The Surety's obligations to a Claimant under this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided hereunder, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, alteration, or addition to the terms of Contract Documents or to related subcontracts, purchase orders, and other obligations.
11. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. Definitions

- 14.1. *Claim*—A written statement by the Claimant including at a minimum:

- 14.1.1. The name of the Claimant;
- 14.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 14.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 14.1.4. A brief description of the labor, materials, or equipment furnished;
- 14.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 14.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 14.1.7. The total amount of previous payments received by the Claimant; and
- 14.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 14.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 14.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Contract and the Contract Documents.

- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 14.5. *Contract Documents*—All the documents that comprise the Contract between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____																				
Application No.: _____ Application Date: _____																					
Application Period: From _____ to _____																					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ -</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ -</td></tr><tr><td>4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)</td><td style="text-align: right;">\$ -</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td style="padding-left: 20px;">a. 5% X \$ - Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.a)</td><td style="text-align: right;">\$ -</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance of work to finish (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)	\$ -	5. Retainage		a. 5% X \$ - Work Completed	\$ -	6. Amount eligible to date (Line 4 - Line 5.a)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance of work to finish (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ -																				
2. Net change by Change Orders	\$ -																				
3. Current Contract Price (Line 1 + Line 2)	\$ -																				
4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)	\$ -																				
5. Retainage																					
a. 5% X \$ - Work Completed	\$ -																				
6. Amount eligible to date (Line 4 - Line 5.a)	\$ -																				
7. Less previous payments (Line 6 from prior application)																					
8. Amount due this application	\$ -																				
9. Balance of work to finish (Line 3 - Line 4)	\$ -																				
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																					
Contractor: _____																					
Signature: _____ Date: _____																					
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract:	

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract:	_____		

Application No.: _____ From _____ to _____ Application Period: _____ Application Date: _____													
A	B		C	D	E	F	G	H		I	J	K	L
Bid Item No.	Description	Contract Information				Value of Bid Item (C X E) (\$)	Work Completed		Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Estimated Quantity Incorporated in the Work								
		Original Contract											
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-		-		-
						-			-				

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Weed Owner's Project No.: 9282025
Engineer: PACE Engineering, Inc. Engineer's Project No.: 161.117
Contractor: Contractor's Project No.:
Project: Main Street Demolition Project
Contract Name: Main Street Demolition Project

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties shall not commence on punch list work not yet completed or defective work until such work is completed and corrected, as applicable.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications for Public Works Construction, commonly called the "Greenbook."

The edition used shall be listed in the Special Provisions together with any listed addenda or supplements thereto.

WORK CHANGE DIRECTIVE NO.: ____

Owner:	City of Weed	Owner's Project No.:	9282025
Engineer:	PACE Engineering, Inc.	Engineer's Project No.:	161.117
Contractor:		Contractor's Project No.:	
Project:	Main Street Demolition Project		
Contract Name:	Main Street Demolition Project		
Date Issued:	Effective Date of Work Change Directive:		

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.:__

Owner: City of Weed Owner's Project No.: 9282025
Engineer: PACE Engineering, Inc. Engineer's Project No.: 161.117
Contractor: Contractor's Project No.:
Project: Main Street Demolition Project
Contract Name: Main Street Demolition Project
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

SPECIAL PROVISIONS

MODIFICATIONS TO GENERAL PROVISIONS

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS

Refer to Standard Specifications (SS) 1-2. Add the following to the end of the definition for Change Order:

The Change Order form to be used on this Project is included on page 7100-1. Agency approval is required before Change Orders are effective.

Refer to SS 1-2. Add the following to the end of the definition for Contract Documents:

In addition, the Contract Documents include all items listed in the form of the Contract. The document hereinafter referred to as the "Standard Specifications," or simply as "SS," is the separately bound 2021 Edition of Standard Specifications for Public Works Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified and added to herein by these Special Provisions are part of these Contract Documents. Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents, including as modified herein.

Copies of referenced Standard Specifications for Public Works Construction, commonly called the "Greenbook," containing the General Provisions and Standard Specifications, may be obtained from Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specifications shall become a part of these Contract Documents.

The words "State Specifications" when used in these Specifications shall mean the Standard Specifications of the State of California, Department of Transportation (Caltrans), 2022 edition.

Refer to SS 1-2. Add the following to the end:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Change Proposal – A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

Contract Times – The number of calendar days by which Contractor shall (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

Drawings – See Plans.

Engineer – Wherever the term “Engineer” is used in these Contract Documents, it shall be understood to mean PACE Engineering, Inc., or its authorized representative.

Milestone – A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Owner – Wherever the term “Owner” or “City” is used in these Contract Documents, it shall be understood to mean the City of Weed.

Work Change Directive – A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision of the Work. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

Refer to SS 2-2. Add the following to the end:

Owner-obtained permits will be made available for review during the Bid period. Contractor shall obtain and review copies, if not otherwise attached herein, of Owner-obtained permits from Owner, and comply with the conditions set forth therein.

The Contractor shall pay for, obtain, and comply with all additional permits and all associated fees required for construction including, but not limited to, the following:

1. State Division of Occupational Safety and Health Administration permits related to working in trenches and excavations.
2. Grading Permit.
3. Encroachment Permits when necessary, with no charge.

2-4 COOPERATION AND COLLATERAL WORK

Refer to SS 2-4. Delete the second paragraph in its entirety and replace with the following:

Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with others working in the area and in the interfacing of the separate elements of the overall project work.

All Contractors who have work on this project are subject to this requirement for cooperation and all shall abide by the Engineer's decision in resolving coordination and project sequence problems.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

Refer to SS 2-5.1. Add the following to the end:

The Contractor shall thoroughly inspect the roadway surface over which its equipment will move and attempt to schedule only that equipment which will not cause damage to existing roadways. If it is necessary to use equipment that damages the roadway, the Contractor shall be liable for this damage regardless of whether the road meets current design standards, or whether loads by said equipment are allowable. The intent is that the Contractor be responsible for any damage caused by this project. Repair made necessary from non-compliance shall be as directed by the Engineer with the intent that repairs such as patching, grading, etc., shall result in a road surface at least equal to that on adjacent roadway. Appearance of the area shall weigh heavily in determining the extent of repair to be ordered. Cost of repairs shall be borne entirely by the Contractor.

Refer to SS 2-5.2. Delete SS 2-5.2 in its entirety and replace with the following:

2-5.2 Temporary Utility Services. Commercial power, sanitation, and telephone are not available at the construction site. The Contractor shall make the arrangements and pay all costs to provide temporary utilities for construction use.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

Refer to SS 2-6. Add the following to the end:

When a change does materially affect the work, the Contractor shall submit a daily report to the Engineer on forms approved by the Owner. Included shall be applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day waives any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- a. Show names of workers, classifications, and hours worked.
- b. Describe and list quantities of materials used.
- c. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d. Describe other services and expenditures in such detail as the Agency may require.

2-10 DISPUTED WORK

Refer to SS 2-10. Add the following to the end:

Pursuant to modifications to the Public Contract Code Article 1.5 Section 20104, the Contractor and Owner shall resolve all construction claims of less than \$375,000 in accordance with these statutes, unless the Owner decides pursuant to Public Contract Code 20104(a) (2) to use

arbitration as referenced, commencing with Section 10240. In summary, these statutes require such claims to be presented and responded to within prescribed deadlines, require a "meet and confer conference" when demanded, followed by a non-binding mediation process, followed by judicial arbitration if still unresolved.

Refer to SS 2-10. Add the following new sections after SS 2-10:

2-11 CHANGE PROPOSAL(S). Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

Change Proposal Procedures:

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the following provisions:
 - i. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1) Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2) Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3) Adjustments of Contract Times or Contract Price are subject to the provisions of SS 6-4 and SS 7-4.
 - ii. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1) The circumstances that form the basis for the requested adjustment;

- 2) The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
- 3) The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
- 4) The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
- 5) The impact on Contract Price, in accordance with the provisions of SS 7-4.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Section 2 of the Standard Specifications.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Section 2 of the Standard Specifications.

Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the

Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Section 2 of the Standard Specifications.

Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment.

2-12 WORK CHANGE DIRECTIVE. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments.

If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

SECTION 3 – CONTROL OF THE WORK

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

Refer to SS 3-4. Add the following to the end:

The Engineer may have authority to issue directives to the Contractor to make changes or additions to the work when in the Engineer's opinion it is obvious that delay in making the directive will undoubtedly cost the Owner additional extra work expense or that project completion will be significantly jeopardized. The Engineer will always attempt to secure the Owner's approval prior to the issuance of such directives. Such directives will only be made to achieve originally conceived project goals and not be used for extra nonessential items, except where the Engineer has a written approval of that item from the Owner. Where practical, the Engineer will always attempt to obtain a fair lump-sum cost or basis of cost from the Contractor prior to proceeding with the work. In those cases where a directive must be given without an agreed cost, work shall be performed as EXTRA WORK in accordance with SS 7-4. A Contract Change Order to validate any directive shall be prepared by the Engineer at the earliest practical date.

3-5 INSPECTION

Refer to SS 3-5. Add the following to the end:

The Engineer may assign a Construction Observer as its representative to observe the work for conformance with the Contract Documents, including the Plans and Specifications. The Construction Observer will be responsible to notify the Contractor of any apparent violations of the Plans and

Specifications. If the Contractor disagrees with this interpretation, he shall notify the Engineer in writing immediately and request its written interpretation of the Plans and Specifications.

3-7 CONTRACT DOCUMENTS

Refer to SS 3-7.2. Modify the precedence listing as follows:

The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Change Orders/Work Change Directives and supplemental agreements, whichever occurs last.
3. Contract.
4. Addenda.
5. Bid.
6. Special Provisions.
7. Engineer's Supplementary Conditions.
8. Technical Specifications.
9. Plans.
10. Standard Specifications.
11. Standard Plans.
12. Reference Specifications.

3-8 SUBMITTALS

Refer to SS 3-8.1. Delete the last sentence in its entirety and replace with the following:

Payment for submittals shall be included in the Contract Unit Price Bids or Lump-Sum Bids for the various Bid items as modified by SS 7-2.

No hard copies shall be submitted, except as noted on the Schedule of Submittals. The Engineer will furnish the Contractor with a list of the required submittals on the Schedule of Submittals along with the Notice to Proceed. Project submittals, transmittals, and RFIs will be processed using the Virtual Project Manager™ (VPM) website. The Engineer will set up the Project and usernames for all users. The Contractor is to provide names, titles, and email addresses for all users to be granted access. The Contractor shall submit and process shop drawings electronically using the VPM website. The Engineer will enter the Schedule of Submittals on VPM. The Contractor will log in and upload submittals under the appropriate submittal number for review. The Contractor is required to mark each submittal or shop drawing with the designated submittal number. Submittals not marked with the appropriate designated submittal number will be rejected. The Engineer will change the submittal status to under review, indicating that the submittal has been received. The Engineer will mark the submittal as NO EXCEPTIONS TAKEN, SUPPLY AS NOTED (MAKE CORRECTIONS NOTED), AMEND AND RESUBMIT, or REJECTED after review. See description of each response below. VPM automatically sends an email to all parties

selected by the Engineer to receive notifications when the status of a submittal changes. The Contractor shall then take the appropriate action when responding to the marked-up submittal including resubmission as required until the Engineer takes no exceptions or indicates to supply as noted.

NO EXCEPTIONS TAKEN – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Plans, and/or the Engineer’s design intent for the completed project. **NO EXCEPTIONS TAKEN** is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

SUPPLY AS NOTED – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Plans, and/or the Engineer’s design intent for the completed project as long as the noted corrections are implemented. This does not require resubmittal and is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

AMEND AND RESUBMIT – The submittal, as furnished, is generally not authorized for construction, fabrication, or manufacture without revisions and resubmittal. **AMEND AND RESUBMIT** will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

REJECTED – The submittal, as furnished, is generally not in compliance with the Contract Documents, Plans, and/or the Engineer’s design intent for the completed project. **REJECTED** will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

Refer to SS 3-8.2. Delete SS 3-8.2 in its entirety.

Refer to SS 3-8.3. Delete SS 3-8.3 in its entirety and replace with the following:

3-8.3 Shop Drawings. Shop drawings, if required, will be included in the Schedule of Submittals provided by the Engineer.

Refer to SS 3-8.4. Delete SS 3-8.4 in its entirety and replace with the following:

SS 3-8.4 Supporting Information. Supporting Information is information required by the Specifications for the purposes of administration of the Contract, analysis for verification of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and any other information as may be

required by the Engineer. Supporting information shall be provided when listed in the Technical Specifications or Schedule of Submittals or when requested in writing by the Engineer.

3-9 SUBSURFACE DATA

Refer to SS 3-9. Add the following to the end:

The following reports of explorations and tests of subsurface conditions and Plans at or adjacent to the Site that contain Technical Data upon which the Contractor may rely:

- None.

No test holes have been dug. The Contractor shall examine the site and make their own investigation.

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to him by the Engineer and Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

3-10 SURVEYING

Refer to SS 3-10.1. Delete SS 3-10.1 in its entirety and replace with the following:

The Contractor shall lay out the work to the lines, grades, and dimensions as shown on the Plans.

Where construction operations require removal of property corners or pins, the Contractor shall provide for a registered civil engineer or licensed land surveyor to reference these points and replace them.

3-11 CONTRACT INFORMATION SIGNS

Refer to SS 3-11. Delete SS 3-11 in its entirety and replace with the following:

A. Temporary construction project sign not required.

3-12 WORK SITE MAINTENANCE

Refer to SS 3-12.1. Add the following to the end:

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following standard construction measures:

- A. California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets - All Contractors and Subcontractors shall comply with the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For a project involving the use of vehicles subject to this regulation, the Contractor shall provide to the Owner a valid Certificate of Reported Compliance for the fleet selected for the project, including listed Subcontractors, prior to entering into an Agreement or Contract with the Owner.

Refer to SS 3-12.2. Add the following to the end:

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following standard construction measures related to dust control:

1. Where dust is created, either by vehicles of the Contractor or others through work being done by the Contractor, such dust shall be controlled by the Contractor through watering or by cleaning up the material causing the dust. Dust control shall be continued as necessary until the work is accepted by the Owner.
2. Apply nontoxic soil stabilizers according to manufacturers' specification to all graded and/or trenched areas that sit inactive for ten days or more.
3. Suspend trenching and/or grading activities when winds (as instantaneous gusts) exceed 15 miles per hour or when winds create construction-induced visible dust plumes moving beyond the project site, in spite of dust control measures.
4. Provide temporary traffic control as appropriate during all phases of construction to improve traffic flow.
5. Water active construction sites as appropriate to reduce dust.
6. All trucks hauling dirt, sand, soil, or other loose materials should be covered or maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the load and the trailer).
7. Sweep streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water).

Refer to SS 3-12.3. Add the following to the end:

The Contractor shall regularly maintain all construction equipment. Documentation shall be provided to Engineer upon request. Additionally, all equipment utilized for construction of all phases of the project shall include the following noise-reduction devices:

1. All vehicles and engines shall be equipped with the appropriate manufacturer's noise reduction device(s), including, but not limited to, a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.

2. All engine housing doors shall be kept closed and noise-insulating material shall be mounted on the engine housing to reduce noise, to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust.
3. Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust and shall further reduce noise by operating such devices at lower engine speeds during work to the maximum extent possible.
4. Construction equipment not actively being utilized shall be turned off.
5. Vehicle idling on-site shall be limited to 5 minutes.
6. Reduced volume back-up alarms shall be used for all construction vehicles when practicable.

Refer to SS 3-12.6.3. Delete SS 3-12.6.3 in its entirety and replace with the following:

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). A SWPPP is not required because the area of disturbance is estimated to be less than one (1) acre. However, before beginning work, the Contractor shall submit an erosion control plan (ECP) for review by the Engineer. The ECP shall utilize best management practice (BMP) guidelines set forth in Section 3 – Erosion and Sediment Control BMPs of the Storm Water Management Practices Handbook Portal: Construction.

The Contractor shall address, at a minimum, the following items:

1. Layout, location, and schedule of implementation for erosion control facilities.
 - a. Minimize ground disturbance activities to those areas immediately planned for construction.
 - b. Identification and use of best management practices.
 - c. All exposed stockpiles shall be covered, watered, or treated with soil stabilization material as necessary to prevent wind erosion.
 - d. During wet weather periods, stockpiles shall be covered or sediment traps built around the stockpile to prevent erosion into off-site water courses or storm drains.
 - e. All hazardous materials shall be stored in covered facilities and in properly labeled containers. Any spills shall be immediately cleaned up.
 - f. All equipment shall be properly maintained to prevent leakage of oil, fuel, or other fluids. Drip pans shall be used under leaking equipment that is stationary or idle.
 - g. Contractor shall obtain approval of all permits and Plans prior to commencing construction activities. The area of potential disturbance has been determined to be less than one (1) acre and is therefore exempt from obtaining a SWPPP. If the Contractor causes the disturbed area to increase to greater than or equal to one (1) acre through its means and methods, then it shall prepare and implement a SWPPP at no extra cost to Owner.

2. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect work and existing facilities from flooding throughout construction period.
3. Design erosion and sediment controls to handle peak runoff resulting from 25-year, 24-hour storm event based on U.S. Weather Bureau, "Rainfall Frequency Atlas of the United States for Durations from 30 minutes to 24 hours and Return Periods from 1 to 100 Years," Technical Paper No. 40, 1981.
4. During wet weather periods, no cleaning or grading shall occur in excess of that which can be surfaced stabilized at the end of each workday, or which otherwise endanger the public health and safety or is otherwise prohibited by state and federal regulations.
5. During wet weather periods, October 15 to May 15, all erosion control measures shall be in place unless otherwise directed by the Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

Refer to 3-13.3. Delete SS 3-13.3 in its entirety and replace with the following:

3-13.3 Warranty. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one year after the date of Substantial Completion. This expense shall include, but is not limited to, costs for engineering and the resident project representative to ensure materials and workmanship are in adherence with the Contract Documents. The Contractor further assumes responsibility, at his own expense, for a similar one-year warranty for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the warranty period for equipment and other items that are placed into service prior to final acceptance shall be the date of Substantial Completion for that specific item. The Contractor shall also warranty his work against trench settlement for a period of one year after the date of Substantial Completion.

The Contractor shall also maintain erosion control measures on any new cut or fill slopes or other disturbed areas during the one-year guarantee period following date of acceptance by the Owner and shall repair any fill slope instability (slip out) or erosion damage (greater than 2 inches in depth). In the event of a fill instability (slip out) that the Contractor believes was properly installed, the Contractor may request the Engineer to take subsequent compaction tests on adjacent undisturbed fill. If these tests show that compaction density and other provisions of the Specifications had been complied with, then the Contractor shall be compensated for any repair expense as an extra work item. However, if the Contractor requests such subsequent compaction testing, then it will be at the Contractor's expense, unless such tests validate that the fill had initially been properly installed.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

Refer to SS 5-3.1. Add the following to the end:

The Engineer and/or the Owner has the authority to determine if workers are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by either the Engineer and/or the Owner.

Refer to SS 5-3.2. Add the following to the end:

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

State Wage Requirements:

The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful Bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in subdivision 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ

apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Refer to SS 5-3.4. Add the following to the end:

The Contractor shall decide the working hours for the project, except that no work will be allowed on Saturdays, Sundays, or holidays officially recognized by the Owner or before 8:00 a.m. or after 7:00 p.m., unless otherwise approved by the Owner and Engineer. Working hours for the Owner are Monday through Thursday between 8:00 a.m. and 5:00 p.m. The Contractor shall notify the Engineer in writing of their work schedule including hours to be worked and days off.

5-4 INSURANCE

Refer to SS 5-4.1. Add the following to the end:

The Owner, the Engineer, State of California, and consultants, and each of their officers, agents, and employees, shall be specifically named as additional insureds on separate endorsements of the Contractor's comprehensive general liability policy with a waiver of subrogation against such additional insureds. The cancellation clause shall have the following word and phrase struck out: "endeavor" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

The Contractor shall obtain and maintain continuously, General Public Liability and Property Damage Insurance coverage (including vehicle coverage) issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The limits of liability insurance shown in SS 5-4 shall be modified to provide coverage for not less than the following amounts or greater, where required by Laws and Regulations:

1. Workers' Compensation and related coverages:
 - a. Employer's Liability: \$1,000,000 per occurrence
2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
 - a. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - b. Personal and Advertising Injury: \$1,000,000
 - c. General Aggregate: \$2,000,000
 - d. Products – Completed Operations Aggregate: \$2,000,000
 - e. Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
3. Automobile Liability:
 - a. Combined Single Limit of \$1,000,000.

Coverage for Commercial General Liability (CGL) shall be at least as broad as Insurance Service Office (ISO) "occurrence form CG 00011093, 1993 Edition," and for Automobile Liability shall be at least as broad as ISO "form number CA 0001, ed. 1/87, code 1." AM Best's rating of no less than A:VII or equivalent, as determined by the Owner. The Contractor shall include all subcontractors as insured.

Certificates of insurance indicating the above coverage shall be furnished to the Owner along with the executed Contract and bonds. Such insurance must be maintained for three years after final payment.

Refer to SS 5-4.4. Add the following new sections after SS 5-4.4:

5-4.5 Builder's All-Risk Insurance. The Contractor will not be required to purchase an all-risk insurance policy for this project. However, the Contractor shall be responsible for protection of the work, until project acceptance, or until beneficial use is obtained by the Owner, whichever is sooner, and shall make any necessary repairs to such facilities as may be caused by flood, wind, landslide, collapse, earthquakes, or the results of faulty workmanship, except as may be caused by "Acts of God" resulting in damage in excess of five percent of the Contract Amount, as defined in Section 7105 of the Public Contract Code. The Contractor may want to purchase a Builder's all-risk, or other type of policy, to protect the Contractor from such loss.

5-4.6 Contractor's Pollution Liability Insurance. Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

5-4.7 Indemnity. The Contractor shall defend, hold harmless, and indemnify Owner, Engineer, County, State of California, consultants, and each of their officers, agents, and employees from and against all claims (including but not limited to claims of Contractor's agents and employees), liability, losses, damages, and expenses arising or alleged to arise from or during the performance of the work under this Contract, except those losses and damages found to be caused by the sole or active negligence or willful misconduct of the party indemnified hereunder.

5-7 SAFETY

Refer to SS 5-7.1.1. Add the following to the end:

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and local laws, ordinances, and to other rules of law applicable to the work.

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

The Duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to both the Engineer and the Owner. 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.

Refer to SS 5-7.2.1. Add the following after the first paragraph:

The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

The completed work shall include all necessary permanent safety devices such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) Industrial Safety Authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed in compliance

with these requirements. The Contractor shall notify all manufacturers, equipment suppliers, and subcontractors of the provisions of this article.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

Refer to SS 5-7.3. Delete SS 5-7.3 in its entirety and replace with the following:

5-7.3 Use of Explosives. Explosives may not be used on this project.

Refer to SS 5-7.4. Add the following to the end:

In addition, the following procedures shall be followed in connection with any excavations:

- (1) The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, of any:
 - (a) 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 provision of existing Federal, State, and local law.
 - (b) Subsurface or latent physical conditions at the site differing from those indicated.
 - (c) 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.
- (2) The Owner shall promptly investigate the conditions, and if it finds that the conditions do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.
- (3) In the event that a dispute arises between the Owner and the Contractor whether the conditions involve hazardous waste, or cause a 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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Refer to SS 6-1.1. Add the following after the first paragraph:

The schedule shall include a plan for coordinating each construction site visit between the Owner and/or Engineer and Contractor.

Contractor shall refer to the working hours as described in these Special Provisions when developing the schedule.

The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer. If work on weekends or holidays is deemed necessary by the Contractor and agreed upon by the Owner and Engineer, the Contractor shall be back charged the cost difference between construction observation during normal working hours versus weekend hours. The back charge shall be processed in the form of a Contract Change Order.

Refer to SS 6-1.1. Add the following to the end:

The Contractor shall attend a preconstruction conference which will be held by the Engineer and Owner prior to the start of construction.

6-3 TIME OF COMPLETION

Refer to SS 6-3.1. Delete the last sentence and replace it with the following:

The time of completion shall be specified in calendar days.

Refer to SS 6-3.2. Delete Section 6-3.2 in its entirety.

6-4 DELAYS AND EXTENSIONS OF TIME

Refer to SS 6-4.1. Delete the reference to "adverse weather or elements necessitating cessation of work" in the fifth line of the first paragraph.

Refer to SS 6-4.1. Add the following after the first paragraph:

All work as set forth in these Contract Documents shall be diligently prosecuted and substantially completed within 90 calendar days from the date of issuance of the Notice to Proceed and completed and ready for final payment within 120 days from the date of issuance of the Notice to Proceed.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop the normal progress of work that could normally be accomplished in that time period, may be considered as cause for an extension of Contract completion time.

Refer to SS 6-4.1. Add the following to the end:

In the event there is a change in local, state, or federal law or regulation associated with the service being provided, this will constitute a change in conditions and will result in renegotiations of this Contract, per SS 6-4.2.

6-6 SUSPENSION OF WORK

Refer to SS 6-6.1. Delete SS 6-6.1 in its entirety and replace with the following:

6-6.1 General. The work may be suspended in whole or in part when determined by the administrative officer of the Owner that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Owner suspending work. Such suspension shall be without liability to the Contractor on the part of the Engineer or Owner except as otherwise specified in SS 6-4.3.

Refer to SS 6-6.2. Delete SS 6-6.2 in its entirety and replace with the following:

6-6.2 Historic Preservation. Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan on-site for review:

1. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR 800.13(b)(3) and (c) and shall include the following:
 - a. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the Owner and appropriate personnel. The Owner shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - b. Owner personnel shall notify the appropriate environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian Tribe(s) that have an interest in the area of discovery shall be contacted immediately. SHPO may require additional tribes who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.
 - c. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the Engineer to contact the Owner and appropriate environmental staff member, FPO, and SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state and local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

- d. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. The Owner may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. The Owner, in consultation with SHPO and interested Tribes, shall develop a plan for the treatment of native human remains.
- e. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
- f. Work may not resume in the area of the discovery until a notice to proceed has been issued by the Owner and the Engineer. The Owner shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
- g. Inadvertent discoveries on Federal and Tribal land shall follow the processes required by the Federal or Tribal entity.

6-6.3 Cultural Resources. If, during the course of project implementation, cultural resources (i.e., prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered, work shall be halted immediately within 50 feet of the discovery, the Contractor shall notify the Engineer. A professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained by the Owner to determine the significance of the discovery. The Owner shall consider mitigation recommendations presented by a professional archaeologist and implement a measure or measures that the Owner deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.

If, during the course of project implementation, paleontological resources (e.g., fossils) are discovered, work shall be halted immediately within 50 feet of the discovery, the Engineer shall be immediately notified. A qualified paleontologist shall be retained by the Owner to determine the significance of the discovery. The Owner shall consider the mitigation recommendations presented by a professional paleontologist and implement a measure or measures that the Owner deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.

If, during the course of project implementation, human remains are discovered, all work shall be halted immediately within 50 feet of the discovery, the Engineer shall be immediately notified, and the County Coroner must be notified, according to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the California Health and Safety Code. If the remains are

determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in California Code of Regulations Section 15064.5(d) and (e) shall be followed.

6-9 LIQUIDATED DAMAGES

Refer to SS 6-9. Delete SS 6-9 in its entirety and replace with the following:

For each consecutive calendar day in excess of the time specified for completion of the work, as adjusted in accordance with SS 6-4, the Contractor shall pay to the Owner, or shall have withheld from monies due it, liquidated damages pursuant to the Contract.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

Refer to SS 7-1.1. Add the following to the end:

The prices bid in the Bid shall be full compensation to the Contractor for furnishing all labor, equipment, supplies, materials (including taxes), tools, transportation, supervision, testing, overhead, profit, and any other related cost items necessary to perform all the work required in these Contract Documents. Items of work required herein but not specifically listed in the Bid shall be deemed within the scope of work of the most applicable item in the Bid. Specific limits of work may be established in the Plans and Technical Specifications for some of the work items.

7-2 LUMP-SUM WORK

Refer to SS 7-2. Delete the second paragraph and replace with the following:

Within ten days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review a preliminary Schedule of Values for all of the Work including quantities and prices of items, which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Refer to SS 7-2. Add the following to the end:

Only items of work of value to the Owner (in the event of Contractor default) shall be included in the Schedule of Values. Items for mobilization, insurance, and other Contractor front-end costs are not allowed unless specifically included in the Bid. The following items shall be included in the lump-sum breakdown unless otherwise approved by the Engineer:

1. Bonds: 1½%
2. Cleanup: 1%
3. Testing: 2%
4. Shop Drawing Submittals: 2%

If shop drawing review with no unresolved exceptions, cleanup, and testing proceed as the job progresses, then partial payments of these amounts will be made accordingly. Payment for bonds shall be paid on the first partial payment request, pursuant to the invoiced amount provided by the Contractor.

The Contractor shall provide a lump-sum breakdown for all lump-sum items as denoted in the Bid that exceed \$10,000 in value. The Engineer may furnish the Contractor with a list of subjects and items to include in the lump-sum price breakdown. The Contractor shall list after each item the approximate proportioned cost for that item. These costs shall include a pro-rata share of general overhead costs, bonds, insurance, mobilization and demobilization, etc. The Contractor may be asked to verify any items and/or provide invoices/receipts, which, in the Engineer's opinion, are out of balance.

7-3 PAYMENT

Refer to SS 7-3.2. Delete SS 7-3.2 in its entirety and replace with the following:

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

1. 95% of the value of the Work completed (with the balance being retainage).
2. 95% of cost of materials and equipment not incorporated in the Work that has been approved and paid for as Materials On Hand (with the balance being retainage).

In addition to the applicable retention, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if, in the Engineer's opinion, such course be deemed necessary to protect the Owner from loss due to the Contractor's failure to perform any of the following: 1) meet its obligations; 2) expedite the work; 3) correct rejected work; 4) settle damages; or 5) meet the deadlines on the approved construction schedule, including approvable shop drawing submittal.

Owner shall make progress payments on the basis of Contractor's Applications for Payment at an Owner/Contractor mutually agreed day of each month during performance of the Work as provided in SS 7-3, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Special Provisions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Progress payments will be made only for work items of value to the Owner in the event that the Contractor should default at any point during the project. Items for mobilization, insurance, and other Contractor's front-end costs are not allowed to be paid unless specifically listed in the Bid or Special Provisions. No payment can be made for construction materials not delivered to the project work site.

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to SS 7-3, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with SS 7-3 and the Special Provisions.

No estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Monthly progress payments (except for the final pay estimate) will not be made unless the value of the work results in an amount due of more than \$5,000.

The Contractor shall prepare the progress pay estimates using the "Contractor's Application for Payment" included in the Contract and approved by the Engineer, or similar.

Payment shall be made within 30 calendar days following the submittal to the Owner of an undisputed progress payment request signed by both the Engineer and the Contractor, for the work completed, inspected, and approved by the Engineer.

Upon receipt of a payment request, the Owner shall act in accordance with both of the following:

Each payment request shall be reviewed by the Engineer within ten (10) days after receipt for the purpose of determining that the payment request is a proper payment request.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than ten (10) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

For purposes of this section:

A "progress payment" includes all payments due the Contractor, except that portion of the final payment designated by the Contract as retention earnings.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the Owner.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. In all cases, work will not be considered substantially complete until all testing and functional acceptance test have been completed and accepted by the Engineer.

Final payment of retention shall be paid within the 60-day time limit after the date of completion of the work of improvement and in full accordance with and subject to any withholding under Public Contracting Code 7107.

In accordance with State of California Public Contract Code 7100, final payment of undisputed contract amounts is contingent upon the Contractor furnishing a release to the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the undisputed work and every act of the Owner and others relating to or arising out of the work. A form is attached to the end of this section which is to be submitted for this purpose. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties as herein provided.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be substituted for such amount by deposit of such securities with the Owner, and the Owner will then pay the amount withheld to the Contractor. Upon satisfactory completion of the Contract, the securities will be returned to the Contractor. Alternatively, the Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor as restricted by Section 22300 of the Public Contract Code.

Securities eligible for deposit by the Contractor shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates or deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

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

An escrow agreement shall be entered into between the Contractor and the Owner in the event the Contractor determines to substitute securities for amounts withheld. The form of the escrow agreement shall be substantially similar to that stated in Section 22300 of the Public Contract Code.

7-4 PAYMENT FOR EXTRA WORK

Refer to SS 7-4.3. Delete SS 7-4.3.1 and 7-4.3.2 in their entirety and replace with the following:

7-4.3.1 Work by the Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	15%
Materials	15%
Equipment Rental	15%

To the sum of the costs and markups provided for in this subsection, 1½ percent shall be added as compensation for bonding.

- 7-4.3.2 Work by a Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established above "Work by Contractor," shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

PART 2 – CONSTRUCTION MATERIALS

As modified by the Technical Specifications or other provisions of the Contract.

PART 3 – CONSTRUCTION METHODS

As modified by the Technical Specifications or other provisions of the Contract.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

Refer to SS 600-1. Add the following to the end:

The Contractor shall provide for safe, continuous, and uninterrupted pedestrian and vehicular access to each residence and commercial establishment adjacent to the work. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner. The Contractor shall keep the residents informed of its proposed work schedule in such a manner that residences will have adequate notice to move their vehicles if access to their dwelling will be temporarily interrupted. Any deviation from this requirement must have prior authorization from the Engineer.

Authorized representatives of federal, state, and local government officials shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such inspection access.

600-2 VEHICULAR ACCESS

Refer to SS 600-2. Add the following to the end:

The Contractor shall normally maintain a minimum one-way traffic access on all roadways at all times. At the end of each working day the Contractor's operations shall be left such that two-way traffic shall be maintained. Flagmen shall be used at each end of the work area at any time two-way traffic is not being maintained.

The Contractor shall prepare a traffic control plan prior to construction. One-way traffic or one available traffic lane shall be maintained during construction activities when possible, and driveway access shall be available to properties adjoining the work site. If road closures are necessary in order to complete portions of the proposed project, the Contractor shall coordinate with the Owner to notify area residents and other departments, including emergency service

providers and public transit operators, of closures and to identify alternate routes at least 24 hours prior to closures. If a full closure of a street is determined to be necessary, the closure shall not last longer than 4 hours, and signage or personnel shall be available to route traffic to other available route-choice options. The traffic control plan shall ensure access to fire and police stations at all times during construction.

600-3 PEDESTRIAN ACCESS

Refer to SS 600-3. Add the following new section after SS 600-3:

600-4 DRAINAGE ACCESS. The Contractor shall maintain all drainage ways encountered in such a fashion that they will always be ready to accept storm flows. Drainage way interruption will not be allowed during periods of imminent storm flows. Interruptions may occur if it appears planned operations will be completed and the drainage way made serviceable before storm flows appear imminent.

RELEASE OF CLAIMS

PROJECT: MAIN STREET DEMOLITION PROJECT

OWNER: CITY OF WEED

ENGINEER: PACE ENGINEERING, INC.

CONTRACTOR:

The acceptance by the Contractor of the final payment for work shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work and every act of the Owner and others relating to or arising out of the work, except for previously disputed work. Disputed work will only be considered for possible future payment if it has been properly brought to the Engineer's attention and processed pursuant to General Provisions SS 2-9 CHANGED CONDITIONS and SS 2-10 DISPUTED WORK. The Contractor agrees there are no other claims that will be made, except those properly processed pursuant to these General Provisions. Previously disputed contract claims in stated amounts (if properly processed as disputed work) are specifically excluded by the Contractor from the operation of this release. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from obligations under this Contract and the Performance Bond, Labor and Materials Bond, and other bonds and warranties as herein provided.

Printed Name of Contractor's Representative
with Authority to Act for Contractor

Signature

Date

ENGINEER'S SUPPLEMENTARY CONDITIONS

1. CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, one (1) copy of Contract Documents, complete with one (1) full-sized set of Plans. Additional copies of Contract Documents or Plans will be the responsibility of the Contractor to obtain.

2. NONDISCRIMINATION

Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

3. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available by the Engineer and Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the Contractor to acquaint itself with all the available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work.

4. ATTORNEY'S FEES

Should any litigation, arbitration, or mediation be commenced between the parties to this contract, concerning the contract, any interpretation thereof, or the rights or duties of a party in relation thereto, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to recover its court costs and attorney's fees as may be determined in such action.

5. FORMAT OF TECHNICAL SPECIFICATIONS

Technical specifications are written in an abbreviated outline form and are included as individual specifications included at the end of the Contract.

A reference to any Standard Specification (SS) or any other specification means that the Contractor shall perform the work in conformance with that specification. Statements of work such as excavate, install, provide, furnish, test, etc., without particular reference to who is doing the work shall be understood to be the Contractor. Simple reference of materials and/or equipment means the Contractor shall furnish these materials and/or equipment or an equivalent that has been reviewed with no unresolved exceptions taken. In the absence of any statement regarding application or installation of materials or equipment, such item shall be installed or applied in accordance with the manufacturer's or supplier's instructions; or in the absence of such instructions, it shall be installed or applied pursuant to standard construction practice as reviewed by the Engineer.

6. SALVAGE OF MATERIALS AND EQUIPMENT

Unless otherwise indicated in the Plans or Technical Specifications, all materials and equipment which are to be removed from the work, which in the Owner's opinion are valuable, shall remain the property of the Owner, and the Contractor shall carefully remove such materials and/or equipment and give them to the Owner.

7. OFF-SITE DISPOSAL OF MATERIALS

The Contractor shall make all arrangements for disposal of excess and waste material at offsite locations and shall pay all costs involved. Arrangements may include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material off the job site, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained said permits, licenses and clearances. The documentation provided shall verify that there will be no significant impact on wetlands, prime farmland, designated flood zones, or other sensitive environmental resources. An example Off-Site Disposal Agreement is included as Attachment A to the Contract.

Contractor shall obtain necessary grading permits and submit copies to Engineer.

8. FIRE PREVENTION

The Contractor shall, at all times, exercise extreme care in public and private lands to prevent forest, grass, building (structures) and brush fires. The Contractor, prior to bidding, shall determine all regulations and rules relating to fire prevention and shall abide by them.

Any person in charge (PIC) of working personnel must follow locally changing meteorological conditions as well as be aware of the possibility of increased fire danger while performing work. Before starting work, all personnel shall review and understand the Daily National Oceanic and Atmospheric Administration (NOAA) – California Fire Weather.

All construction hot work shall be limited during periods of a fire weather watch to before 12:00 p.m. and entirely restricted during red flag warning days, as defined by NOAA.

Equipment installation from which a spark, fire, or flames may originate shall not be completed on red flag warning days, as defined by NOAA.

Regulations found in Public Resources Code (PRC) 4427 and 4428 regarding activities and tools or equipment regulations shall be followed. All hot work shall be completed following local hot work requirements and Authorities Having Jurisdiction requirements.

9. AUTHORITY TO PROVIDE A SERVICE

The Contractor must have legal authority to complete the service they are providing in the state of their residence.

10. AS-BUILT RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Where specified in the Special Provisions or Technical Specifications as a condition to certification of final completion, the Contractor shall provide the original Record Documents. Timely submission of complete Record Documents shall be a condition to certification of final completion and to final payment. Delays in the submission of complete Record Documents may subject the Contractor to liquidated damages.

Full compensation for As-Built/Record Documents shall be considered as included in the Contract price for the various items of work and no additional compensation will be allowed therefor.

OFF-SITE DISPOSAL AGREEMENT

ATTACHMENT A

OFF-SITE DISPOSAL AGREEMENT

[Owner Name]

[Project Name]

[Funding Agency] Project No. [XXXXXXXX-XXXX]

WHEREAS, _____, hereinafter called "Contractor," has entered into an Agreement with **[Owner Name]** hereinafter called "**City**," for the performance of work on the **[Name of Project]**, **[Funding Agency] Project No. [XXXXXXXX-XXXX]**, hereinafter called "Project."

WHEREAS, the Project Manual includes the terms and conditions of the Agreement, including provisions for off-site disposal of excess excavated materials from the Project site, including but limited to Standard Specifications for Public Works Construction, as amended by the Special Provisions and Engineer's Supplementary Conditions. **NTS: Add other project-specific provisions here, e.g., Permits, Best Management Practices.**

WHEREAS, pursuant to the Project Manual, Engineer's Supplementary Conditions Section 7, the Contractor shall make all arrangements for disposal of excess and waste material at off-site locations and shall pay all costs involved. Arrangements may include but not be limited to entering into agreement(s) with Property Owner(s), hereinafter called "Property Owner," and obtaining necessary permits, licenses, sampling for hazardous materials, and environmental clearances as required by Authorities Having Jurisdiction. Before disposing of any material off the job site, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreement(s) with the Property Owner of the site(s) involved and has obtained said permits, licenses, and clearances. The documentation provided shall verify that there will be no significant impact on wetlands, prime farmland, designated flood zones, or other sensitive environmental resources as defined by Authorities Having Jurisdiction.

NTS: Complete the below paragraph to include project-specific provisions, otherwise delete.
[WHEREAS, pursuant to the Project Manual, _____]

WHEREAS, pursuant to the _____ County Grading Permit, if required, the Property Owner has obtained and paid for a permit to dispose of the excess excavated materials on the Property Owner's property.

NOW THEREFORE, pursuant to this Off-Site Disposal Agreement, the Contractor and Property Owner hereby notify the **District** that disposal of excess excavated materials by Contractor on Property Owner's property will be conducted pursuant to this Off-Site Disposal Agreement between the Contractor and Property Owner and not pursuant to an arrangement between the **District** and the Property Owner. The Contractor and Property Owner specifically agrees that the **District, _____ County, State of California**, PACE Engineering, Inc., and Engineer's Consultants, and its officers, employees, agents, and representatives are hereby released from all obligations and liabilities to the Property Owner under the Contractor's arrangement with the Property Owner.

Contractor's Authorized Representative:

Name: _____

Signature: _____ Date: _____

Property Owner:

Name: _____

Signature: _____ Date: _____

Property Owner:

Name: _____

Signature: _____ Date: _____

[Map of soil disposal locations attached.]

M:\Jobs\0161 City of Weed\0161.117 Main St Demo\13 Design\07 Project Manual\03 Attach\Attachment A Off-Site Disposal Agreement.docx

ACCESS AGREEMENT 269 MAIN STREET

ATTACHMENT B

LIMITED RIGHT OF ENTRY AND PERMISSION FOR SAFETY MITIGATION

269 Main Street, Weed, California

This **Limited Right of Entry and Permission for Safety Mitigation** ("Agreement") is entered into as of 28 January 2026, by and between:

GOPAL LLC, an Arizona limited liability company, with Asvin Bhanvadia as the registered Agent, file number L10079437,

Mailing Address: 4090 S. Pacific Dr., Chandler, AZ 85248-5198

("Owner")

and

CITY OF WEED, a California municipal corporation,

550 Main Street, P.O. Box 470, Weed, CA 96094

("City").

1. Property

This Agreement applies solely to the real property located at 269 Main Street, Weed, California, including the existing basement area associated with the structure on the parcel ("Property").

2. Purpose of Entry

The Owner grants the City a limited, temporary right of entry onto the Property solely for the purpose of performing safety-related mitigation to address hazardous conditions that pose a risk to the public, specifically related to the basement area of the Property ("Safety Mitigation Work").

The Safety Mitigation Work may include, but is not limited to:

- Securing or restricting access to the basement area
- Temporary stabilization or shoring
- Removal of debris or hazardous materials
- Other reasonably necessary actions are to eliminate or reduce unsafe conditions

All work shall be performed in compliance with applicable federal, state, and local laws and regulations.

3. Scope Limitation

This Agreement is strictly limited to the Safety Mitigation Work described above.

Nothing in this Agreement shall be construed as:

- A permanent easement or right of access
- A transfer of ownership or possessory interest
- Authorization for demolition of the structure above grade
- Authorization for redevelopment or improvement of the Property
- A waiver of the Owner's property rights beyond the limited scope stated herein

4. Term

This Agreement shall commence on the date of execution. It shall automatically terminate upon completion of the Safety Mitigation Work, as determined by the City, unless earlier terminated by mutual written agreement of the parties.

5. Contractors and Access

The Owner acknowledges and agrees that the City may enter the Property through its employees, agents, contractors, and consultants retained to perform the Safety Mitigation Work.

The City shall use reasonable efforts to minimize disruption to the Property during the performance of the work.

6. Indemnification and Liability

To the extent permitted by law:

- The City shall be responsible for the acts or omissions of its employees and contractors arising from the performance of the Safety Mitigation Work.
- Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations on liability available to the City under California law, including but not limited to the California Government Claims Act.
- Nothing in this Agreement shall be construed as an admission by either party regarding fault, negligence, or responsibility for the conditions necessitating the Safety Mitigation Work.

7. No Compensation; No Admission

The Owner acknowledges that the Safety Mitigation Work is undertaken **solely to address public safety concerns.**

This Agreement does not:

- Create any obligation for future work by the City.
- Constitute an admission of responsibility by the City for existing site conditions.
- Affect any enforcement rights or obligations that may exist under applicable law.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall lie in Siskiyou County, California.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and may be amended only by a written agreement signed by both parties.

10. Authority

The undersigned represents and warrants that they are duly authorized to execute this Agreement on behalf of the respective party.

OWNER:

GOPAL LLC

By: 

Name: Asvin Bhanvadia

Title: Managing Member

Date: 2/2/2026

CITY:

CITY OF WEED

Dustin M. Stambaugh
By: 

Dustin Stambaugh, City Manager

Date: 28 January 2026 m

SECTION 012100 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Measurement and payment descriptions for contract bid items.

1.2 COORDINATION WITH OTHER CONTRACT PROVISIONS

A. The Contractor is also directed to the following sections of the Contract Documents for other provisions related to "Measurement and Payment:"

1. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.

1.3 MEASUREMENT AND PAYMENT DESCRIPTIONS FOR CONTRACT BID ITEMS

A. 251 and 265 Main Street:

1. Bid Item 1 – Building Demolition Above Grade:

- a. Basis of Payment: Shall include all labor, equipment, and materials to complete the building demolition shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.

2. Bid Item 2 – Building Demolition Below Grade:

- a. Basis of Payment: Shall include all labor, equipment, and materials to complete the demolition of building below grade, including basement walls, slab, foundations, and capping of utilities for the buildings shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.

3. Bid Item 3 – Backfill and Grading:

- a. Basis of Payment: Shall include all labor, equipment, and materials to complete the backfilling and grading required to infill the existing basement excavations for the buildings shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.

4. Bid Item 4 – Sheeting, Shoring, and Bracing:

- a. Basis of Payment: Shall include all labor, equipment, and materials necessary to provide sheeting, shoring, and bracing for excavations, including trenches, in accordance with applicable laws, codes, regulations, and best management practices.

B. 269 Main Street:

1. Bid Item 5 – Building Demolition Above Grade:
 - a. Basis of Payment: Shall include all labor, equipment, and materials to complete the building demolition shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.
2. Bid Item 6 – Building Demolition Below Grade:
 - a. Basis of Payment: Shall include all labor, equipment, and materials to complete the demolition of building below grade, including basement walls, slab, foundations, and capping of utilities for the buildings shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.
3. Bid Item 7 – Backfill and Grading:
 - a. Basis of Payment: Shall include all labor, equipment, and materials to complete the backfilling and grading required to infill the existing basement excavations for the buildings shown on the Plans and described in the technical specifications. Specific limits of work are shown on the Plans.
4. Bid Item 8 – Sheeting, Shoring, and Bracing:
 - a. Basis of Payment: Shall include all labor, equipment, and materials necessary to provide sheeting, shoring, and bracing for excavations, including trenches, in accordance with applicable laws, codes, regulations, and best management practices.
5. Bid Item 9 – Hazardous Materials Assessment Investigation:
 - a. Basis of Payment: Shall include all labor, equipment, and materials necessary to provide third-party hazardous materials assessment for building components from 269 Main Street.

C. Items Not Listed:

1. Payment shall be included in the most applicable lump-sum bid item in the Proposal.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012100

SECTION 024000 - DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition of asphalt pavement, concrete, masonry, wood, and other features as required to remove existing structures.
2. Demolition, salvage, relocation, and removal of existing facilities, equipment, structures, pads, piping, electrical, as indicated on the Plans and specified.
3. All items shown or specified to be demolished on Contract Documents.

B. Related Requirements:

1. Section 012100 - Measurement and Payment.
2. Section 312323 - Fill.
3. Document - Guzi-West: Hazardous Materials Report (No. 2025-569) dated October 23, 2025.

1.2 MEASUREMENT AND PAYMENT

A. Refer to Section 012100 - Measurement and Payment.

B. Payment for Section 024000 - Demolition shall be included in the most applicable lump-sum bid item in the Proposal.

1.3 SEQUENCING

A. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.

1.4 SCHEDULING

A. Perform Work between the hours of 8:00 a.m. and 7:00 p.m. only.

1.5 DEMOLITION COORDINATION

A. The Contractor shall carefully coordinate the extent of demolition in areas adjacent to existing utilities, public sidewalks, alleyways, property lines, and existing buildings.

B. While work is being performed, the Contractor shall erect and maintain fences, warning signs, barricades, and other devices as required for the protection of the Contractor's employees and approved personnel with permission to access the site. A security fence shall also be installed to

prevent unauthorized persons from accessing the Work Site. The Contractor shall remove all such protection when the demolition operations are completed or directed by the Engineer.

- C. The Contractor shall coordinate all demolition and construction work with the Engineer.

1.6 SUBMITTALS

- A. Submit all notifications required by Authorities Having Jurisdiction.
- B. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.
- C. Demolition Plan: Demolition and equipment removal procedures, including sequence, shall be submitted to the Engineer for review and approval. The procedures shall provide for safe conduct of the Work, careful removal and disposition of materials and equipment, and protection of adjacent property, which are to remain undisturbed. The procedures shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operation.
- D. Contractor Safety Plan including PPE requirements, hazard analysis, emergency protocols and actions plans, and contact information.
- E. Shop Drawings: Indicate:
 - 1. Location and construction of barricades, fences, and temporary Work.
- F. Delegated Design Submittals: Submit Shop Drawings with design calculations and assumptions for bracing, shoring, and underpinning. Delegated Design Submittals shall be signed and sealed by a Civil or Structural Engineer licensed in California. Shop drawings shall include shoring to protect all adjacent structures and utilities.
- G. Permits: Submit copies of permits required by regulatory agencies for demolition and sidewalk and street closings.
- H. Qualifications Statements:
 - 1. Submit qualifications for demolition firm, licensed professionals, and trained personnel.
- I. Project Record Documents: Accurately record actual locations of capped utilities and subsurface obstructions approved by Owner to remain.

1.7 QUALITY ASSURANCE

- A. Perform Work according to "Greenbook" standards.
- B. Conform to applicable code and authorities having jurisdiction for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- C. Conform to applicable code and authorities having jurisdiction for procedures when hazardous or contaminated materials are demolished and disposed of.

- D. Permits: Obtain required permits from authorities having jurisdiction.
- E. Maintain one copy of each document on-Site.

1.8 QUALIFICATIONS

- A. Asbestos surveys, if required, shall be performed by a California State Certified Asbestos Consultant (CAC).
- B. All hazardous materials shall be removed by trained, medically qualified, and authorized personnel as required by Authorities Having Jurisdiction.

1.9 EXISTING CONDITIONS

- A. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.
- B. Owner assumes no responsibility for actual condition of building structure or appurtenances to be demolished.
- C. Notify Engineer upon discovery of unknown hazardous materials.
- D. Hazardous Materials: Known hazardous materials shall be removed before start of Work to the greatest extent possible. Materials that are unable to be removed shall be contained and monitored until they are properly disposed of.
- E. Do not sell materials from the Site.
- F. Maintain existing sidewalks to the greatest extent possible.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. Fill Material: As specified in Section 312323 - Fill.
- B. Demolition Fill: Any materials or debris are not permissible fill.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.

- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings, fences, and utilities.
 - 1. Identify measures required to protect buildings from damage.
 - 2. Identify remedial Work including patching, repairing, bracing, and other Work required to leave buildings indicated to remain in structurally sound, weathertight, and watertight condition.
- D. Verify hazardous material abatement is complete before beginning demolition.

3.2 PREPARATION

- A. Submit a Cal OSHA Lead Work Pre-Job Notification 24 hours prior to any disturbance of an area of more than 100 square feet of lead-based paint.
- B. NESHAP notification must be submitted a minimum of 10 working days prior to conducting any site disturbance activities.
- C. Call local utility line information service at USA (811) or 1 (800) 227-2600 not less than two working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- D. Notify affected utility companies before starting Work and comply with utility's requirements.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- F. Erect and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- G. Before beginning any cutting, trenching or demolition work, the Contractor shall carefully survey the existing work and examine the Plans and Specifications to determine the extent of the Work. The Contractor shall take all necessary precautions to prevent damage to existing facilities which are to remain in place and in operation. The Contractor shall be responsible for any damages to existing facilities, which are caused by the operations of the Contractor. Damages to such work shall be repaired or replaced to its existing condition at no additional cost to the Owner. The Contractor shall carefully coordinate the Work of this Section with all other work and construction and shall provide shoring, bracing, and supports, as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract. The Contractor shall remove all temporary protection when the Work is complete or when so authorized by the Engineer.
- H. Protect existing landscaping, trees, appurtenances, structures, and facilities indicated to remain.

- I. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- J. Test soils around underground tanks for contamination. Contaminated soils shall be removed and properly disposed of.

3.3 DEMOLITION

A. General:

1. Disposal of all materials shall be performed in compliance with all applicable local, State, and Federal codes and requirements. No trace of these structures shall remain prior to placing of backfill in the areas from which structures were removed.
2. The Contractor shall note that the Plans used in this Contract to indicate demolition are based on site visit observations. The Plans and Sections have been included to clarify the scope of work, although the Contractor must rely on his/her own inspection to determine the true arrangement and location of items.
3. The demolition Drawings identify the structures to be demolished. The location of respective utility connections are not necessarily shown.
4. Asphalt pavement shall be removed as necessary to perform the specified work. The limits of removal shall be neatly sawcut. When the required improvements have been constructed, new asphalt pavement shall be constructed as specified.
5. Perimeter fence and gate integrity shall be maintained at all times to ensure security.
6. Use of explosives is not permitted.
7. The use of burning at the project site for the disposal of refuse, debris, and waste materials resulting from demolition and site clearing operations will not be permitted.
8. Conduct demolition to avoid interference with and damage to adjacent structures.
9. Cease operations immediately when adjacent structures appear to be in danger. Notify Authority Having Jurisdiction and Engineer. Do not resume operations until directed.
10. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain continuous egress and access from adjacent structures, roadways, and public access.
11. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
12. Sprinkling:
 - a. Sprinkle Work with water to minimize dust.
 - b. Provide hoses and water connections required for this purpose.
13. Electrical Demolition:
 - a. All electrical demolition work shall at all times be conducted by the Contractor in a safe and proper manner to avoid injury from electrical shock to the Owner's personnel and Contractor's personnel. Intermediate and final electrical systems shall meet the requirements of the National Electrical Code. At no time shall live electrical wiring or connections or those which can become energized be accessible to Contractor, Owner, or other personnel without suitable protection and warning signs.

B. Capped Utilities:

1. Disconnect, remove, and cap designated utilities to street connection or meter.
2. Identify utilities at termination of demolition.
3. Record termination or capped location on Record Documents.

C. Remove foundation walls and footings completely.

D. Remove concrete slabs-on-grade.

E. Empty underground tanks located within demolition area.

F. Remove underground tanks, components, and piping from Site.

G. Backfill areas excavated and open pits resulting from demolition according to Section 312323 - Fill.

H. Grade and compact areas affected by demolition to conform to existing grade at perimeter of work and slope to provide positive drainage away from Site.

I. Continuously clean up and remove demolished materials from Site. Do not allow materials to accumulate in buildings or on-Site.

J. Do not burn or bury materials on-site; leave Site in clean condition.

3.4 SALVAGED MATERIAL

- A. The Contractor shall be responsible for carefully protecting items to be salvaged. The Contractor shall notify and coordinate with the Owner once sufficient debris has been removed and it is safe for Owner to remove.

3.5 DISPOSAL

- A. The Contractor shall be responsible for the removal from the job site and disposal of all demolition refuse and debris not specifically identified for salvage by the Owner. In addition, the Contractor shall be responsible for disposal of all items associated with equipment to be demolished such as fuel, antifreeze, oil etc. The Contractor shall in doing so comply with all applicable laws, codes, ordinances and regulations, and shall obtain and pay for all necessary permits. Demolition materials removed from the site for legal disposal and not specifically identified for salvage by the Owner shall be the property of the Contractor.

3.6 SCHEDULES

A. Relics and Antiques:

1. Relics, antiques, and similar objects remain property of Owner.
2. Obtain direction from Owner regarding method of removal.

B. Items to be removed, stored, and protected for reuse:

1. See Plans.

C. Items to be protected:

1. See Plans.

END OF SECTION 024000

SECTION 312323 - FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backfilling building perimeter to subgrade elevations.

B. Related Requirements:

1. Section 024000 - Demolition.
2. Document - Guzi-West: Hazardous Materials Report (No. 2025-569) dated October 23, 2025.

1.2 MEASUREMENT AND PAYMENT

A. Refer to Section 012100 - Measurement and Payment.

B. Payment for Section 312323 - Fill shall be included in the most applicable lump-sum bid item in the Proposal.

1.3 REFERENCE STANDARDS

A. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.

B. American Association of State Highway and Transportation Officials.

C. ASTM International:

1. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
2. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

D. The "Greenbook" Standard Specifications for Public Works Construction (SS), 2021 Edition.

1.4 SUBMITTALS

A. Refer to the applicable section in the General Provisions, Special Provisions, or Engineer's Supplementary Conditions.

B. Product Data: Submit analysis from certified laboratory for all materials and product data sheets for all products specified to show conformance with these Specifications.

- C. Samples: Submit, in airtight containers, two 5-gallon bucket samples of each type of fill to certified testing laboratory.
- D. Materials Source: Submit name of imported materials suppliers.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- F. Laboratory analysis of fill materials showing conformance with these Specifications.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the “Greenbook” Standard Specifications for Public Works Construction (SS), 2021 Edition.
- B. Maintain one copy of each standard affecting Work of this Section on Site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Structural Backfill:
 - 1. Shall consist of silt, sand, and gravel mixture with a maximum size of 3 inches and a minimum sand equivalent of 30, conforming to the gradation of Section 217.3 of the Greenbook.
 - 2. The material shall be free of roots, organic matter, or debris.
 - 3. Import material may be used only if it meets this Specification.
- B. Aggregate Base:
 - 1. Shall conform to requirements of State Standard Specifications for Class 2 aggregate base, $\frac{3}{4}$ -inch maximum size (Caltrans).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Contractor shall confine his operations to within the limits of the construction sites, as shown on the Plans and property lines. Any damage to the trees and landscape outside these areas shall be repaired as required to suit the Owner.
 - 1. All grading shall provide adequate surface drainage during construction.
- B. Verify stability and integrity of existing below-grade cut once basement wall and slab have been removed. Contractor to sequence Work or provide shoring and bracing as required to ensure stability of existing cut.

3.2 PREPARATION

- A. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- B. Unless otherwise directed, each depression shall be filled with properly moisture conditioned fill materials.
- C. The fill shall be placed in layers and compacted in accordance with the applicable provisions of these Specifications.
- D. Materials, which cannot be compacted by roller equipment because of inadequate clearances, shall be moisture conditioned, spread in 4-inch-thick layers, and each layer shall be compacted with power tampers.
- E. Moisture conditioning and compaction density shall be in accordance with the applicable provisions of these Specifications.
- F. After all organic matter is removed from the surface upon which the fill is to be placed, and all depressions have been filled, the surface to receive fill shall be plowed or scarified to a depth of at least 8 inches.
- G. Scarification shall continue until the surface is free from large clods, ruts, hummocks, or other uneven features that would tend to prevent uniform compaction by the equipment to be used.
- H. After removal of debris turned up in the process of scarification, the scarified soil shall be moisture conditioned and compacted in accordance with the applicable sections of this Specification.
- I. Soft Subgrade:
 - 1. Cut out soft areas of subgrade not capable of compaction in place.
 - 2. Backfill with structural fill and compact to density equal to or greater than specified requirements for subsequent fill material.

3.3 BACKFILLING

- A. Moisture Control:
 - 1. All fill and backfill material shall be moisture conditioned to approximately optimum moisture content prior to compaction. The Contractor will be required to add water and manipulate the fill materials by harrowing or other approved methods so as to provide a uniform distribution of moisture in the material. The application of water to the fill material shall be done at the site of excavation or stockpile, and shall be supplemented, only if necessary, by sprinkling on the embankment.
 - 2. If, in the opinion of the Engineer, the top or contact surfaces of a fill section become too dry or smooth to permit suitable bond between these surfaces and the additional fill to be placed thereon, it shall be moistened and/or worked with a harrow, scarifier, or other suitable equipment in an approved manner to a sufficient depth to provide satisfactory bonding before the next succeeding layer of earth fill material is placed.

3. When the moisture content of the material being compacted is below that required, water shall be added, and the material mixed to assure uniform distribution of moisture until the moisture content is satisfactory. When the moisture content of the material is greater than that required, the material should be aerated by scarifying until the moisture content is satisfactory.
4. The Contractor shall furnish all labor, material, tools, equipment, and incidentals for transporting a sufficient supply of water and furnish the necessary equipment to apply the water to the material.

B. Fill Placement:

1. No fill shall be placed until the area to be covered has been inspected and approved.
2. The placement of materials shall be such that the fill will be free from lenses, pockets, streaks, and layers of material differing substantially in texture or gradation from the surrounding material. Materials shall be spread in layers of uniform thickness. Unless otherwise directed, the thickness of layers before compaction shall be not more than 8 inches.

C. Fill Compaction:

1. After each layer of fill has been placed, mixed, and spread evenly such that it is near optimum of moisture content, it shall be thoroughly compacted to not less than 95 percent of the maximum density determined in accordance with ASTM D1557. Compaction shall be by rollers of such design that they will be able to compact the fill to the specified density. Rolling of each layer shall be continuous over its entire area and the roller shall make sufficient trips to ensure that the desired density has been obtained. The fill shall be brought up in layers such that the surface is essentially level at all times, except for a slight slope for drainage.
2. Do not operate any heavy equipment which may cause damage within five feet of walls of concrete structures or underground pipelines for the purpose of depositing or compacting backfill material. Compact structure backfill adjacent to concrete walls with pneumatic tampers or other approved equipment that will not damage the structure. The Contractor shall be responsible for all damage to structures that result from the compaction operation and shall repair all damage at his own expense.

D. Seasonal Limits:

1. No fill material shall be placed, spread, or rolled while it is frozen or thawing, or during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until field tests by the Engineer indicate that the moisture content and density of the fill are as previously specified.

E. Subgrade:

1. Shall be in accordance with SS. 301-1.2 and 301-1.4.

F. Aggregate Base:

1. Shall conform to SS. 301-2.2 and 301-2.3.

G. Remove surplus backfill materials from Site.

- H. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

- A. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- B. General:
 - 1. The final surface shall be uniform and free from unsightly irregularities and shall conform to the grades, cross sections, and profiles shown on the Plans. Finish grades for soil or aggregate base surfaces shall be free draining and within 1-inch, plus or minus, of existing grade.
 - 2. The surface of all graded areas shall be finished and left smooth and uniform. Grade elevations shall conform to existing grade elevations at perimeter of Work area. Finished surface shall have positive drainage.

3.5 FIELD QUALITY CONTROL

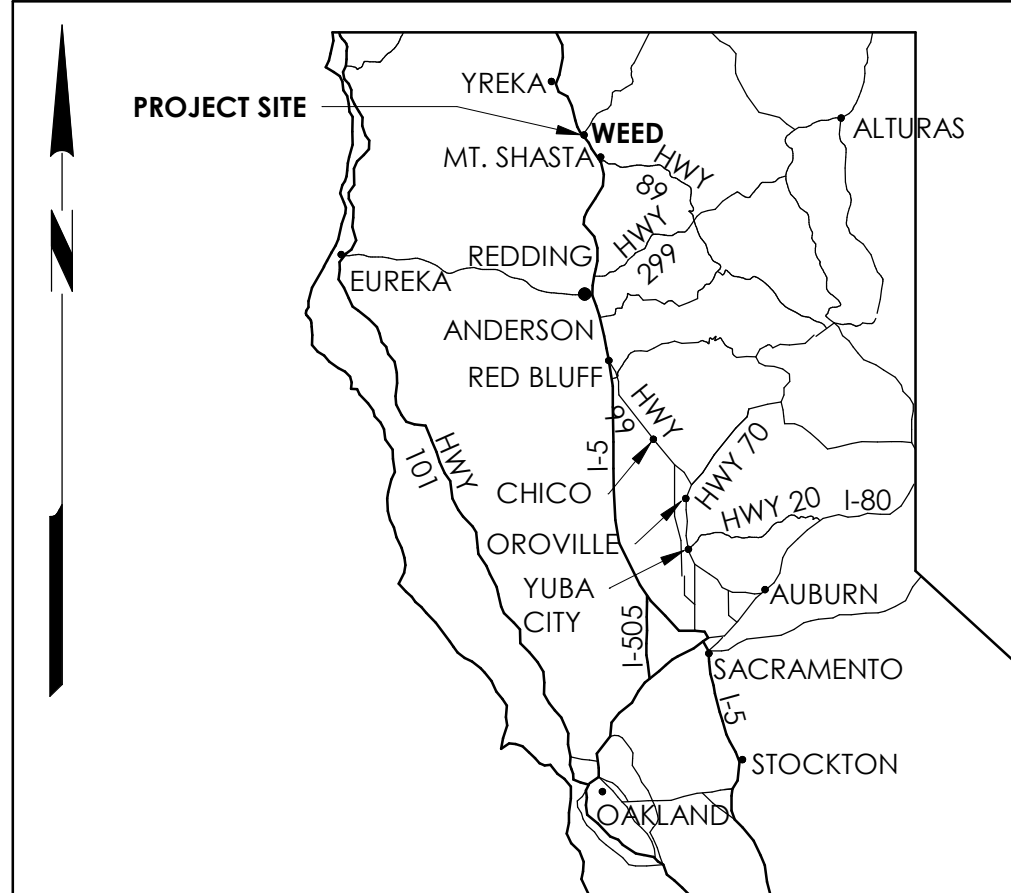
- A. Perform laboratory material tests in accordance with ASTM D1557. Testing shall be performed by a certified laboratory.
- B. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D6938.
 - 2. Moisture Tests: ASTM D6938.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- D. Frequency and Location of Tests: To be determined by Engineer's or Owner's representative.
- E. Site Cleanup:
 - 1. Upon completion of the work covered by this section, the Contractor shall clean up and dispose of all waste material resulting from his operations. All areas affected by the Contractor shall be left in a clean and orderly condition.

3.6 PROTECTION

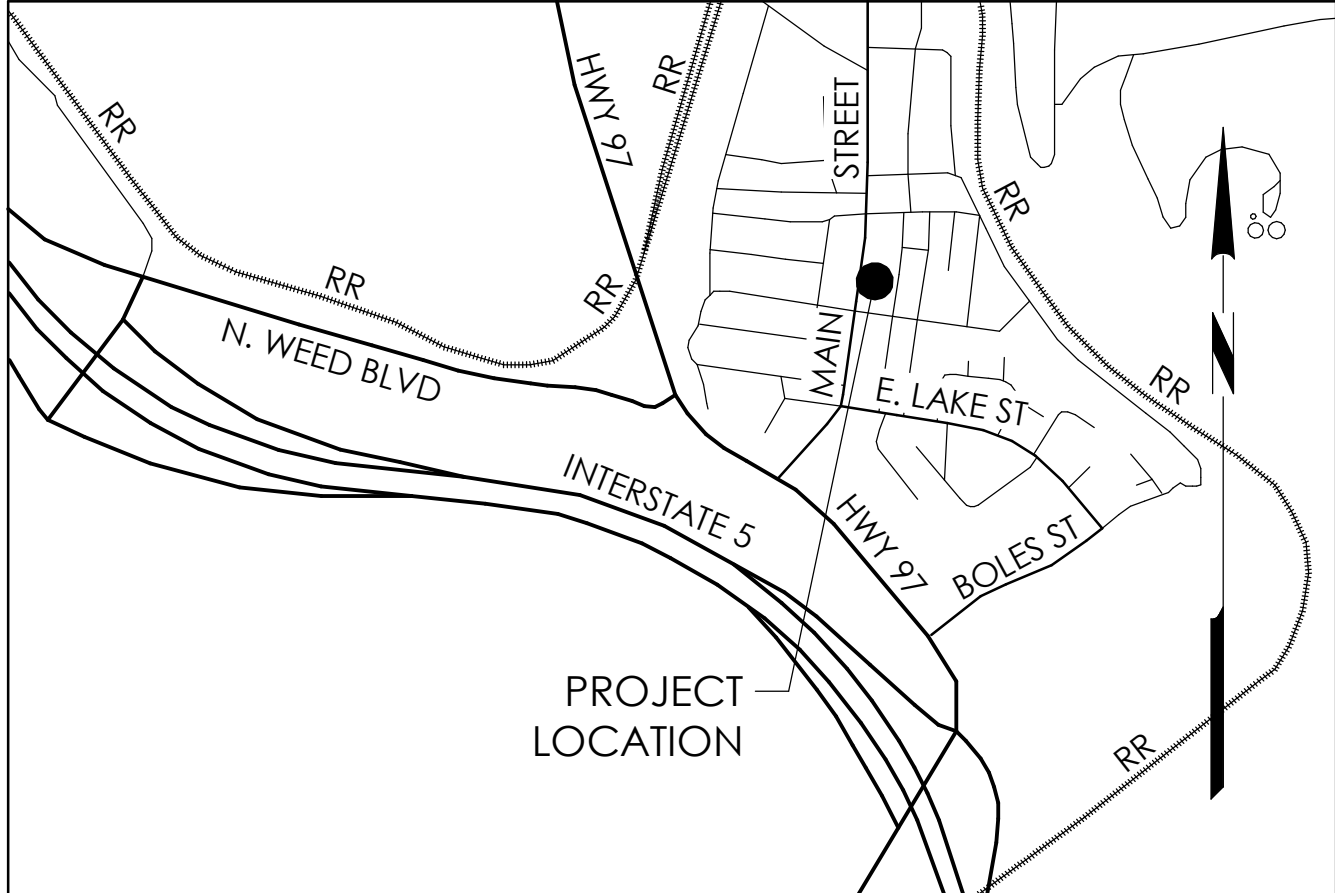
- A. Reshape and recompact fills subjected to vehicular traffic during construction.

END OF SECTION 312323

CITY OF WEED MAIN STREET DEMOLITION PROJECT



VICINITY MAP
N.T.S.



VICINITY MAP

SHEET INDEX		
PAGE NUMBER	SHEET	TITLE
GENERAL		
	G1.0	COVER SHEET
STRUCTURAL		
	S1.0	DEMOLITION PLAN
	S2.0	DETAILS
TOTAL SHEETS: 3		

PROJECT DESCRIPTION

SCOPE OF WORK:
DEMOLITION AND REMOVAL OF FIRE DAMAGED EXISTING
BUILDINGS AT THE FOLLOWING ADDRESSES, 251, 265 AND 269 MAIN
STREET. EXISTING BUILDING FOOTPRINT TO BE FILLED AND GRADED
PER THE TECHNICAL SPECIFICATIONS.

PROJECT INFO

SITE:
251, 265 & 269 MAIN STREET
WEED, CA 96094

OWNER:
CITY OF WEED

ENGINEER OF RECORD

PACE ENGINEERING INC
5155 VENTURE PARKWAY
REDDING, CA 96002
530-244-0202

CURRENT CODES & STANDARDS

2025 BUILDING STANDARDS ADMINISTRATION CODE

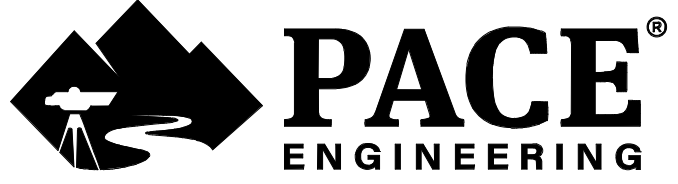
2025 CALIFORNIA BUILDING CODE, VOL. 1 & 2 (CBC)

2025 CALIFORNIA EXISTING BUILDING CODE

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE ADOPTED ORDINANCES AND BUILDING AND FIRE PREVENTION CODES. REFER TO THESE DRAWINGS FOR A LIST OF KNOWN APPLICABLE CODES. ANY DISCREPANCIES BETWEEN THESE CODES AND THE CONSTRUCTION DOCUMENTS SHOULD IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE CONSTRUCTION DOCUMENTS SHALL NOT BE CONSTRUED AS TO PERMIT WORK THAT DOES NOT COMPLY WITH THESE CODES.
2. DIMENSIONS SHALL TAKE PRECEDENCE OVER ITEMS AS GRAPHICALLY DEPICTED IN THESE DRAWINGS. DO NOT SCALE DRAWINGS. FIELD VERIFY DIMENSIONS.
3. WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK SHOWN ON THE DRAWINGS. IF SIMILAR WORK IS NOT DETAILED IN THE DRAWINGS, WORK SHALL FOLLOW INDUSTRY STANDARDS AND MANUFACTURER'S RECOMMENDATIONS AS ACCEPTABLE TO THE ENGINEER.

AGENCY STAMP



5155 VENTURE PARKWAY
REDDING, CA 96002
PH# 530-244-0202

SIGNED

07/16/2026



OWNER

CITY OF WEED

PROJECT

MAIN STREET DEMOLITION PROJECT

PROJECT ADDRESS

251, 265 & 269
MAIN STREET
WEED, CA 96094

REVISIONS

NO	DATE	DESCRIPTION

DES JCo	CKD JCo	JOB NO.
DRN JFa	DATE 7/1/2026	0161.117

COVER SHEET

SHEET

G1.0



 DEMOLITION PLAN
1" = 10'-0"

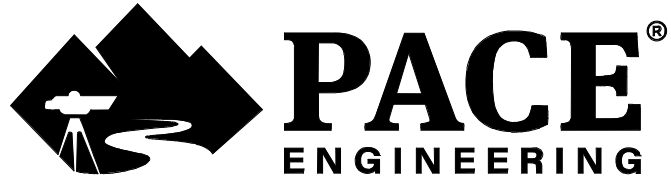
DEMOLITION KEY NOTES:

- ① REMOVE & DISPOSE OF BUILDING WALLS, FRAMING & CONTENTS COMPLETE
- ② REMOVE & DISPOSE OF BASEMENT SLAB & WALLS, FOOTINGS, FRAMING & CONTENTS COMPLETE
- ③ PROTECT EXISTING HIGH MAST POLE SIGN, LANDSCAPING, CURB AND ASPHALT PARKING AREA TO REMAIN. BUILDING AND DEMOLITION DEBRIS TO BE REMOVED.
- ④ REMOVE (6) BALCONY POSTS AND FOUNDATIONS IN SIDEWALK. REPAIR AND REPLACE SIDEWALK TO MATCH EXISTING. SEE DETAILS 2/S2.0 & 3/S2.0
- ⑤ EXISTING CONCRETE SIDEWALK TO REMAIN
- ⑥ FILL IN (E) BASEMENTS AND ANY VOIDS IN GRADE DUE TO DEMOLITION. FILL SHALL BE PLACED EVEN WITH EXISTING GRADE AND MEET REQUIREMENTS OF TECHNICAL SPECIFICATIONS.

BUILDING SCHEDULE		
STREET NO.	APPROX SQ FT ⁽¹⁾	NO. STORIES ⁽¹⁾
251	1,725 600	2 + BASEMENT 1 + BASEMENT
265	6,250	2 + BASEMENT
269	960	1 + BASEMENT

1. APPROX. SF. SHOWN FOR INFORMATION ONLY. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND EXTENTS OF BUILDINGS AS REQUIRED TO FULLY REMOVE (E) BUILDINGS AND CONTENTS.

AGENCY STAMP



5155 VENTURE PARKWAY
REDDING, CA 96002
PH# 530-244-0202

SIGNED 07/16/2026



OWNER
CITY OF WEED

PROJECT
MAIN STREET
DEMOLITION
PROJECT

PROJECT ADDRESS
251, 265 & 269
MAIN STREET
WEED, CA 96094

REVISIONS

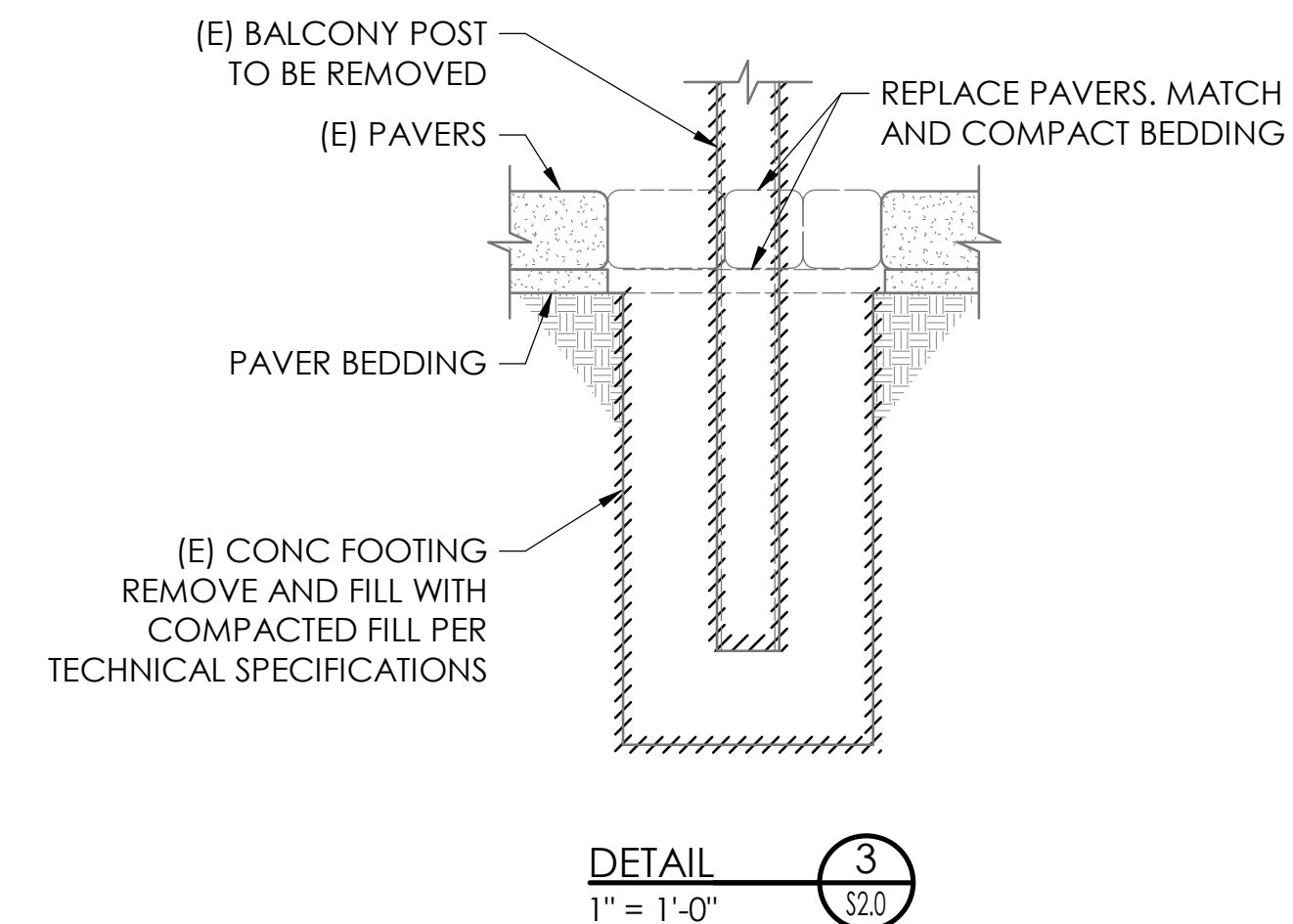
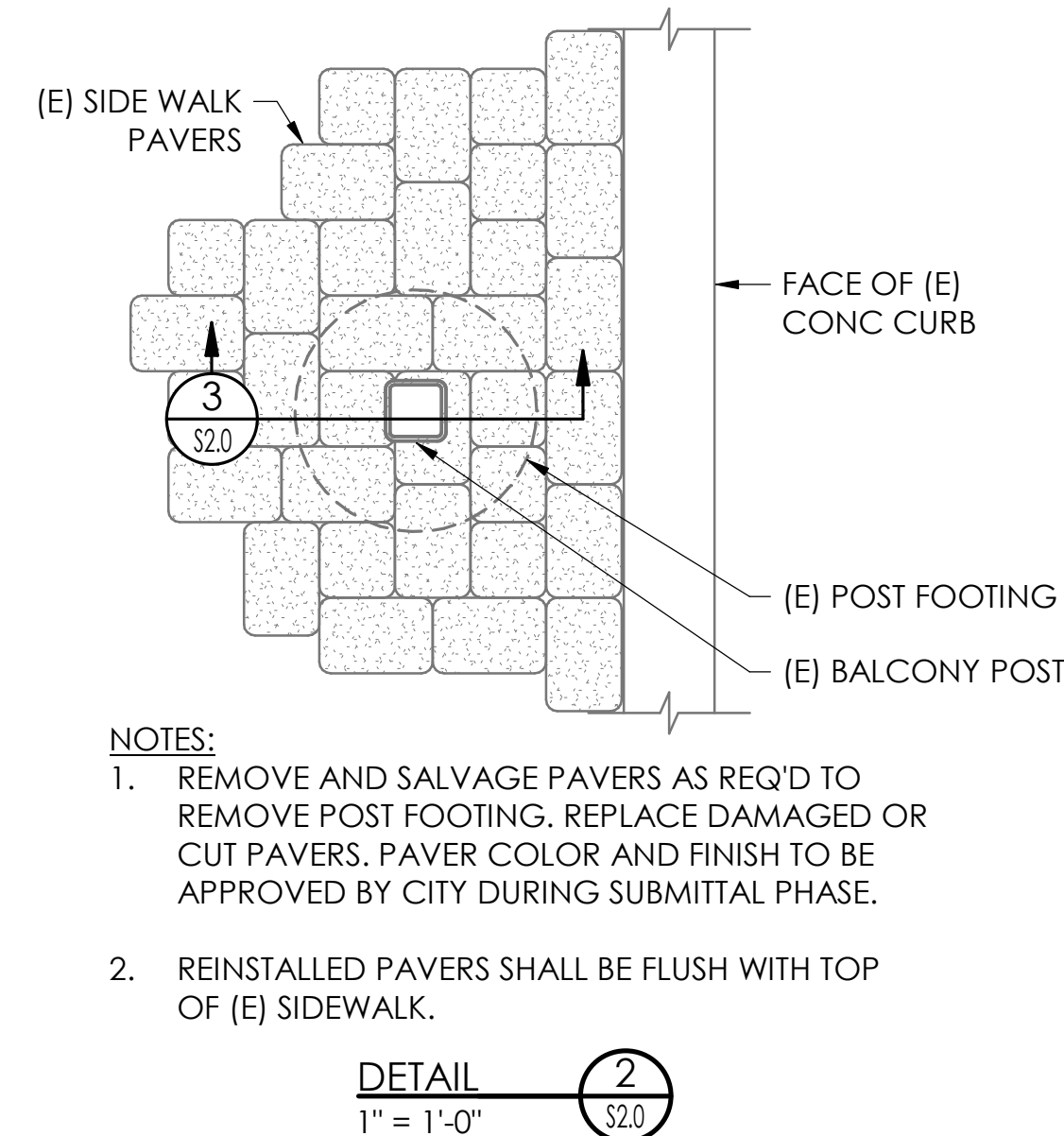
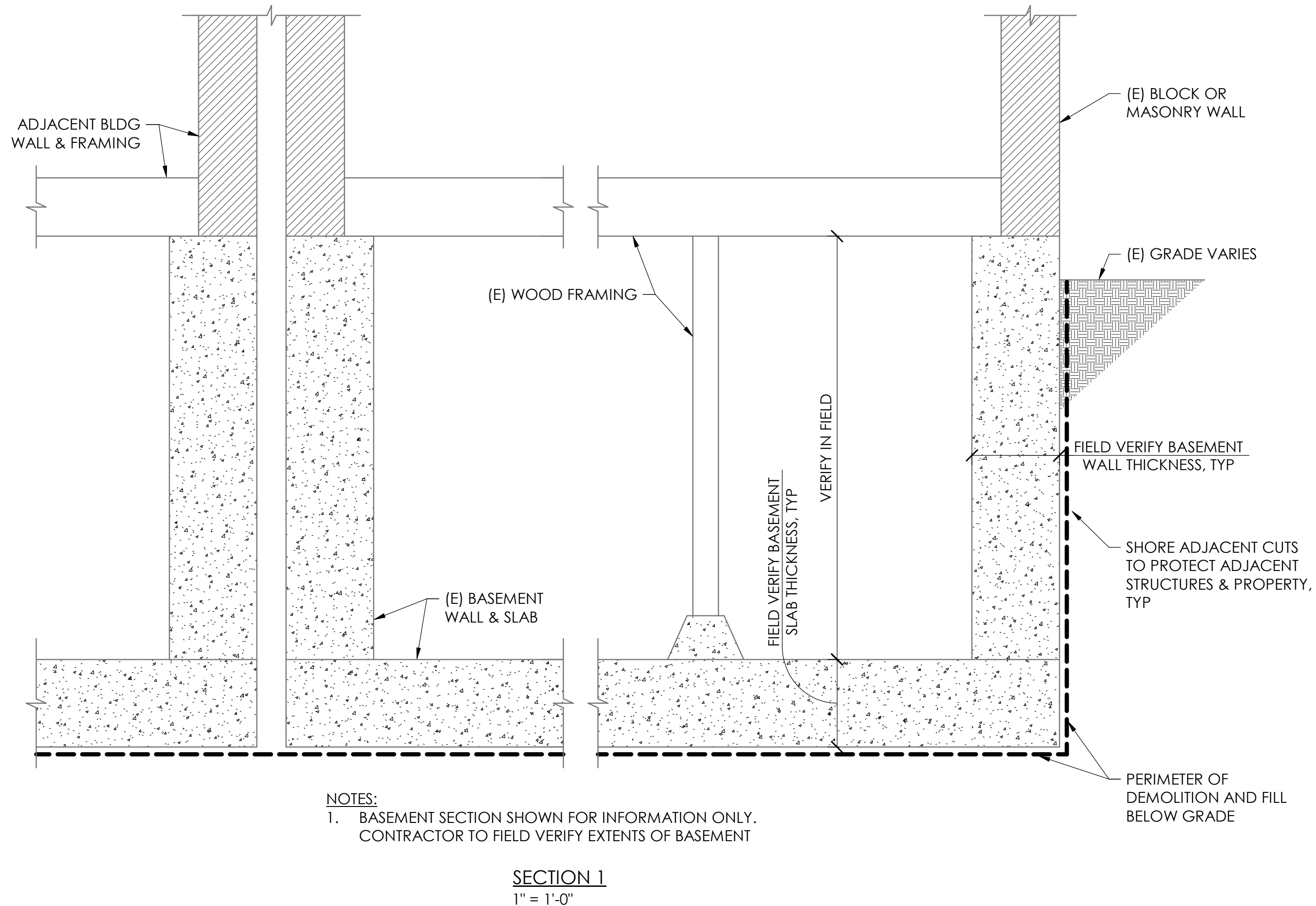
NO	DATE	DESCRIPTION

DES JCo	CKD JCo	JOB NO.
DRN JFa	DATE 7/17/2026	0161.117

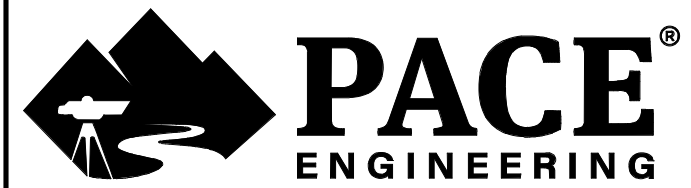
DEMOLITION PLAN

SHEET

S1.0



AGENCY STAMP



5155 VENTURE PARKWAY
REDDING, CA 96002
PH# 530-244-0202

SIGNED 07/16/2026



OWNER
CITY OF WEED

PROJECT
MAIN STREET
DEMOLITION
PROJECT

PROJECT ADDRESS
251, 265 & 269
MAIN STREET
WEED, CA 96094

REVISIONS		
NO	DATE	DESCRIPTION
DES JCo	CKD JCo	JOB NO.
DRN JFa	DATE 7/1/2026	0161.117

DETAILS

SHEET

S2.0