



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

ADDENDUM NO. 1

Ellis Creek Water Recycling Facility Tertiary Filtration Expansion UV Channel Coating Project City Project Number C66501416

August 19, 2022

This Addendum No. 1 modifies the Bidding Documents for the Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – UV Channel Coating Project, C66501416. This Addendum shall become part of the Contract and all provisions of the Contract shall apply thereto. Bidders shall acknowledge all Addendums in the Bid Schedule.

NOTICE INVITING BID CHANGE

Refer to page 1, item 2 of the Notice of Inviting Bids. The Bids will be ~~publicly~~ opened and ~~read at 2:00 PM (enter time)~~ **read at 2:00 PM (enter time) on Thursday, September 1, 2022** at the ~~above-mentioned~~ office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.

The following paragraphs of the “Notice Inviting Bids” will be modified as described.

1. RECEIPT OF BIDS: Bids for this project will be submitted by email before **2:00 PM on Thursday, September 1, 2022**. The emailed bid will include all of the completed documents found in the BID FORMS section of the Contract Documents. The bids will be emailed to: CITYCLERK@cityofpetaluma.org. Note: Please limit emailed bid file size to 15MB. If needed the respondent may submit multiple emails so long as they are properly labeled and submitted **before** the above-stated time. The email subject line will be “Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – UV Channel Coating Project, C66501416”. The response email from the City Clerk will indicate the time stamp of the bid receipt.

2. Original copies of the Sealed Bids will be sent by standard United States Postal Service (USPS) mail services and received by the mail clerk at 11 English Street, Petaluma CA 94952. The Sealed Bids will be postmarked at USPS not later than the date of **Thursday, September 1, 2022**. Sealed Bids postmarked after **Thursday, September 1, 2022**, may not be considered. The Sealed Bids sent via USPS will include all of the original signed and sealed documents included in the Bid Form section of the Contract Documents. This packet will be clearly marked on the outside of the package “Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – UV Channel Coating Project, C66501416”.

OPENING OF BIDS: The emailed bids will be opened by the Project Manager and the City Clerk. The bids will be documented on the Bid Result template with the name of the bidding contractor and ranked by the Base Bid dollar amount. The Bid results will be posted on the City’s webpage at <https://cityofpetaluma.org/bid-opportunities-2/>

Teresa Barrett
Mayor

Dennis Pocekay
Vice Mayor

Brian Barnacle
D’Lynda Fischer
Mike Healy
Dave King
Kevin McDonnell
Councilmembers

Public Works & Utilities

City Engineer
11 English Street
Petaluma, CA 94952
Phone (707) 778-4303

Environmental Services

Ellis Creek Water
Recycling Facility
3890 Cypress Drive
Petaluma, CA 94954
Phone (707) 776-3777
Fax: (707) 656-4067

Parks & Facility Maintenance

840 Hopper St. Ext.
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 206-6065

Transit Division

555 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4421

Utilities & Field Operations

202 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4546
Fax (707) 206-6034

E-Mail: publicworks@cityofpetaluma.org

CONTRACT DOCUMENTS – REVISION

The pdf file for the contract documents has been revised to include corrected bookmarks for the sections therein. This is only for ease of use for the digital file.

CLARIFICATION TO CONTRACTORS – QUESTION AND RESPONSE

Question #1: Who will remove the equipment from the channels?

Response #1: City operations staff will remove the UV modules. All other items such as plates, brackets or other components that are specified to be removed shall be completed by the contractor. Some elements may be protected in-place.

Question #2: Will grates need to be replaced at the end of each day?

Response #2: The site shall be made safe since operations staff may be required to access the area 24 hrs./day to address an alarm condition for example. The most appropriate way to do that is by replacing the grates, however specific exclusion setups may be considered if necessary for proper application of the coatings system.

Question #3: Where is the staging area?

Response #3: The space adjacent to the UV channels is available. The roadway must be kept clear.

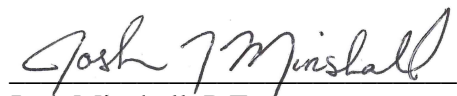
Question #4: Will the channels be de-energized?

Response #4: Lock-out/Tag-outs may be used by channel. One channel will remain active, unless otherwise specifically scheduled with operations staff.

All other items of the documents shall remain unchanged. **A signed copy of this Addendum and the attached acknowledgement form shall be attached to the bid proposal. Failure to do so may cause rejection of your bid as being non-responsive.**

Bids will be emailed into the City Clerk, and original copies of the sealed bids will be mailed in.

City of Petaluma,



Josh Minshall, P.E.
Senior Civil Engineer
Public Works & Utilities Department

ADDENDUM NO. 1

**ELLIS CREEK WATER RECYCLING FACILITY TERTIARY FILTRATION EXPANSION
UV CHANNEL COATING PROJECT
City Project Number C66501416**

August 19, 2022

ACKNOWLEDGEMENT

Receipt of Addendum No. 1 is hereby acknowledged by _____
(Contractor's Name)

on the _____ day of _____, 2022.

By: _____

Signature

Title

Company

**CITY OF PETALUMA
PETALUMA, CALIFORNIA**

**CONTRACT DOCUMENTS FOR
ELLIS CREEK WATER RECYCLING FACILITY
TERTIARY FILTRATION EXPANSION
-
UV CHANNEL COATING PROJECT
C66401416**

(Notice Inviting Bids, Instructions to Bidders, Bid Forms, General Conditions,
Special Provisions, Technical Specifications, Construction Agreement,
Bond Forms, Project Drawings)

CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA

Questions concerning interpretation of improvement plans, special provisions,
contract documents and bid items shall be directed to:

***Department of Public Works and Utilities
202 N. McDowell Boulevard
Petaluma, CA. 94954
Phone: (707) 778-4546 Fax: (707) 206-6034***

Attention: Josh Minshall

Office Hours: Monday thru Thursday - 8:00 to 5:00 p.m.
Friday – 8:00 to 4:00 p.m.

Bid Opening: September 1, 2022 at 2:00 p.m.

TABLE OF CONTENTS

SECTION	DESCRIPTION
	Notice Inviting Bids Instruction to Bidders
I.	BID FORMS (To Be Submitted With Bids)
	Non-Collusion Affidavit Bid Proposal Certificate (if Corporation/if Partnership/if Joint Venture) Proposal Bid Schedule List of Subcontractors List of Materials, Suppliers and Material Guarantee Questionnaire and Financial Assurance Statement Form Site Visit Affidavit Statement of Qualifications Bid Bond Funding - DBE and Good Faith Effort Funding - Department Suspension Funding - Equal Employment Certification Funding - Non-Lobby Certification
II.	GENERAL CONDITIONS
	Article 1: Definitions Article 2: Preliminary Matters Article 3: Intent and Use of Contract Documents Article 4: Site of the Work Article 5: Bonds and Insurance Article 6: Contractor's Responsibilities Article 7: Other Work Article 8: City's Responsibilities Article 9: Engineer's Status During Construction Article 10: Changes in the Work Article 11: Change of Contract Price Article 12: Change of Contract Times Article 13: Inspections and Tests; Correction, Removal or Acceptance of Defective Work Article 14: Payments to Contractor and Completion Article 15: Suspension of Work and Termination Article 16: General Terms Article 17: California State Requirements

III. SPECIAL PROVISIONS

- 3-1 Description of Work
- 3-2 Order of Precedence of Contract Documents
- 3-3 Cooperation
- 3-4 Order of Work
- 3-5 Project and Construction Area Signs
- 3-6 Progress Schedule
- 3-7 Superintendence
- 3-8 Safety Requirements
- 3-9 Project Appearance
- 3-10 Responsibility for Damage
- 3-11 Guarantee of Work
- 3-12 Notice to Proceed, Beginning of Work, Contract Time, Time of Completion, and Liquidated Damages
- 3-13 Hours of Work
- 3-14 Record (“As-Built”) Drawings
- 3-15 Notice of Potential Claim
- 3-16 Payment for Materials on Hand
- 3-17 Access
- 3-18 Archaeological Monitoring
- 3-19 Storm Water Management, and Sediment and Erosion Control
- 3-20 Item Increases and Decreases
- 3-21 Wage Rates

IV. TECHNICAL SPECIFICATIONS

Section Description

Division 01 - General Requirements

- 0110 Summary of Work
- 0116 Contract Document Language
- 01140 Work Restrictions
- 01201 Payment Procedures (Supplemental Reference)
- 01260 Contract Modification Procedures (Supplemental Reference)
- 01294 Application for Payment (Supplemental Reference)
- 01312 Project Meetings
- 01324B Progress Schedules and Reports
- 01329 Adjust Existing Utilities to Grade
- 01330 Traffic Striping and Pavement Markings
- 01410 Final Cleanup
- 01450 Preservation of Property
- 01770 Aggregate base
- 01783 Pothole

Division 02 – Not Used

Division 03 - Concrete
03925 Concrete Repair and Coating
03931 Epoxy Injection System

V. CONSTRUCTION AGREEMENT

Agreement
Faithful Performance Bond
Labor and Materials Bond
Maintenance Bond

VI. PROJECT PLANS

NOTICE INVITING BIDS

1. **RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, California, 94952-2610, until 2:00 PM (enter time) on Thursday September 1, 2022, for the Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – UV Channel Coating Project (C66401416). Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
2. **OPENING OF BIDS:** The Bids will be publicly opened and read at 2:00 PM (enter time) on Thursday September 1, 2022 at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
3. **COMPLETION OF WORK:** The WORK must be completed within 45 working days after the commencement date stated in the Notice to Proceed.
4. **DESCRIPTION OF WORK:** The WORK includes repair of the UV treatment channel concrete walls which have become rough and pitted. The work consists of constructing, furnishing, installing, testing, and restarting use of the channel for recycled water treatment. This includes concrete repair and protective coating of channels No. 1, 2, and 3; protection of existing facilities during concrete surface preparation, concrete repair, and coating; epoxy crack injection, as needed. A detailed description of work is provided in the project specifications.
5. **SITE OF WORK:** The site of the WORK is located: Ellis Creek Water Recycling Facility, 3890 Cypress Dr. Petaluma CA 94954.
6. **OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled “Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – UV Channel Coating Project (C66401416).”

The Contract Documents may be obtained by 4:00 P.M., Monday through Thursday at the office of Public Work & Utilities, 202 North McDowell Boulevard, Petaluma, California 94954.

If you would like to receive the bid document via the CITY’s website, at no cost, please go to:

- <https://cityofpetaluma.org/bid-opportunities-2/>
- Fill out the Plan Holder’s form by clicking on the Plan Holder’s form link
- Fill in all fields
- Click on the submit button at the end of the form

Submitting the Plan Holder’s form on-line automatically puts you on the CITY’s Bidders List and you will be notified of any Addendums or information pertaining to the bid by email.

If you would like to purchase bid documents, please call Phone No. (707) 778-4585, Attention: Tiffany Avila, upon payment of \$25.00 (non-refundable) for each set of Contract Documents (including technical specification and accompanying reduced scale

drawings). The scale of the reduced drawings is about one-half of the original scale. At the Bidder's request and expense, the Contract Documents may be sent by overnight mail.

- Full-scale drawings are not available.
- If full-scale drawings are available and desired, they may be purchased at reproduction cost from Digitech, 1340 Commerce St, Ste K, Petaluma, CA, 94954, (707) 769-0410.

7. **BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10% percent of the Total Bid Price payable to the City of Petaluma as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement the Bidder's security shall be forfeited to the CITY.
8. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Public Contract Code Section 3300, the CITY has determined that the CONTRACTOR shall possess a valid Class A or Class C-33 license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.
9. **PREFERENCE FOR MATERIAL:** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal" or "or equivalent" is intended only to indicate quality and type of item desired. Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of "an equal" item within 14 days following submission of its Bid. Substantiation date will conform to the requirements of the instructions for Proposed Substitutions of "or equal" items contained in the bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to the award of the Contract. No request for substitution of "an equal" items will be considered by the ENGINEER after award of the Contract. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).
10. **REJECTION OF PROPOSALS:** The CITY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
11. **BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.
12. **CALIFORNIA PREVAILING WAGE RATE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the

general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of the City Clerk and is available to any interested party upon request. A copy of the prevailing rate of per diem wages are also online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK. The Contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations under Labor Code Section 1771.4. Additionally, CONTRACTOR shall post job site notices as required by Labor Code section 1771.4.

- 13. LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE § 1771.1:** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time contract is awarded.
- 14. RETAINAGE FROM PAYMENTS:** The CONTRACTOR may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively, the CONTRACTOR may request, and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or their designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters or credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.
- 15. PAYMENT BOND:** Pursuant to and in accordance with California Civil Code Section

9550, a payment bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000).

16. **PRE-BID CONFERENCE VISITS:** [At least one box below MUST be checked]

Check if no pre-bid conference/site is to be held:.

Mandatory pre-bid conference/site visit to be held: Prospective bidders are required to attend a mandatory pre-bid conference/site visit at _____ (*enter time*) on _____, at the _____, offices at _____. Prospective bidders that fail to attend the mandatory pre- bid conference/site visit will be ineligible to bid on the project. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.

Non-Mandatory pre-bid conference/site visit to be held: Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit at 10:00 AM(*enter time*) on Thursday August 18, 2022, at the Ellis Creek Water Recycling Facility, 3890 Cypress Dr. Petaluma, CA 94954. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements, and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the CITY may respond to such questions by addenda.

17. **PROJECT ADMINISTRATION:** All communications relative to the WORK shall be directed to the ENGINEER prior to opening of the Bids.

18. **FINDING OF SUBSTANTIAL COMPLEXITY:** Pursuant to Public Contract Code section 7201(b)(3) the CITY's Public Work's Director has found that the WORK is substantially complex due to: the amount of technical and scientific knowledge needed to complete the project; The amount of resources needed to complete the project including amount of days, workers, and labor; The urgency for project completion; The amount of tasks needed to complete the project; The number of organizational stakeholders needed to satisfy; The environmental complexity of the conditions; And in particular the precision needed for channel dimensions; and

the water recycling facility will remain active during construction; and the system is critical for providing recycled water to the community; and the coatings need to perform under the specific conditions of the UV treatment system and therefore this is a unique project that is not regularly performed and requires a higher retention amount than 5 percent.

Notwithstanding Public Contract Code Section 7201 or any other law or regulation that purports to provide otherwise, public contracting is a quintessential municipal affair, subject to charter cities' home rule power, and the California Constitution grants charter cities supreme authority over municipal affairs, which include public works, procurement, and the mode of municipal contracting (see, Public Contract Code Section 1100.7 and e.g., *Bishop v. City of San Jose* (1969) 1 C3d 56).; and it is the courts, not the legislature, that determines which matters are municipal affairs (see, e.g., *California Federal Savings and Loan v. City of Los Angeles* (1991) 54 C3d 1); and

Article X, Section 67 of the Petaluma Charter provides in pertinent part:

. . . no progressive payments can be provided for or made at any time which, with prior payments, if there have been such, shall exceed in amount at that time ninety percent of the value of the labor done and the materials used up to that time, and no contract shall provide for or authorize or permit the payment of more than ninety percent of the contract price before the completion of the work done under said contract and the acceptance thereof . . . ; and

City charters are documents of limitation and a restriction on the City Council's powers imposed by the voters (see, e.g., *City of Glendale v. Trondsen* (1957) 48 C2d 93) and, as a result, the City Council's contracting power is limited by the retention requirement in Article X, Section 67, and the City Council and City staff lack the power to provide for public works contract retention other than as specified in the City Charter.

19. **GOVERNMENT CODE SECTION 1090:** The successful Bidder may be precluded from competing for, or participating in, subsequent contracts that result from or relate to the Work performed pursuant to this Bid. The ethics laws that apply to the City and all its consultants, contractors, and vendors include California Government Code Section 1090 and following, which prohibits government officials, employees, and contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. Because City contractors always have a financial interest in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

NAME:

Josh Minshall, PE

ADDRESS:

202 N McDowell
Bld

Petalu
ma CA 94954

PHONE: (707)
776-3785

- 20. CITY'S RIGHTS RESERVED:** The CITY reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the CITY.

CITY: _____

BY: _____

DATE: _____

END OF NOTICE INVITING
BIDS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a price or quote to a Bidder.
2. **LOCAL BUSINESS LICENSE.** All CONTRACTORS, including subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before a Contract can be executed.
3. **INTERPRETATIONS AND ADDENDA.**
 - 3.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Contract Documents. Questions received less than 14 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 3.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
 - 3.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.
4. **BIDDER’S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**
 - 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical” data referred to below);
 - B. To visit the site to become familiar with local conditions that may affect cost, progress, or performance of the WORK;
 - C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;
 - D. To study and carefully correlate the Bidder’s observations with the Contract Documents; and

- E. To notify the ENGINEER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.
- 4.2 Reference is made to the Supplementary General Conditions for identification of:
- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - C. Those environmental reports or drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum, and/or Radioactive Materials identified at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - D. The ENGINEER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.2A, 4.2B, and 4.2C. above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.
- 4.3 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the CITY to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, are incorporated herein by reference.
- 4.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the ENGINEER by the owners of such Underground Utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.
- 4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- 4.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface,

subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.7 On request a minimum of 2 working days in advance, the ENGINEER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of ENGINEER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. ENGINEER reserves the right to require Bidder to execute an Access Agreement with the CITY prior to accessing the site.
- 4.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the CITY unless otherwise provided in the Contract Documents.
- 4.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:
 - A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;
 - B. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and
 - C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
5. **BID FORMS.** The Bid shall be submitted on the Bid Forms provided by the City. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the CITY, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.

- 5.2 The Bid must set forth the name and location of the place of business 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 a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the WORK according to detailed Drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
6. CERTIFICATES.
- 6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- 6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- 6.3 Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the CITY believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the CITY believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK. If a Bidder is not registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and Section 1771.1, then the Bid may be rejected as non-responsive.
8. QUANTITIES OF WORK. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

9. **SUBSTITUTE OR “OR EQUAL” ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer and the name is followed by the words “or equal”, the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an “or equal”) in the List of Proposed Substitutions in the Bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to award of the Contract. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract. The procedure for the submittal of substitute or “or equal” products is contained in the Bid Forms. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitution is not approved.
10. **COMPETENCY OF BIDDERS.** In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder’s experience as of recent date including: (a) all projects worked on by the Bidder over the past three (3) years including the contract amount for each project; (b) all complaints made against the Contractor’s license in the past ten (10) years; and (c) all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project.
11. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder’s sole responsibility to see that its Bid is received in proper time and at the proper place.
12. **BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier’s check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the CITY and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the CITY and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the CITY. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.
- 12.1 **BIDDING CAPACITY.** Each Bid shall be accompanied by a list of the projects currently being worked on by Bidder, their size, contract price, scheduled completion date, location, and owner. Additionally, Bidder shall provide certified evidence of its current bonding capacity.
13. **DISCREPANCIES IN BIDS.** In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall

govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.

14. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.
15. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
16. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Manager before 5:00 p.m. on the fifth (5th) working day following Bid opening.
 - A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
 - B. The party filing the protest must have actually submitted a Bid for the WORK. A subcontractor of a party submitting a Bid for the WORK may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
 - C. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
 - D. The protest must include the name, address and telephone number of the person representing the protesting party.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - F. The CITY will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the CITY.

- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
- H. If the CITY determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.
17. **AWARD OF CONTRACT.** Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the CITY may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. The CITY may condition the award upon the Bidder's timely submission of all items required by the Contract Documents, including, but not limited to the executed Agreement, performance, labor and materials, and maintenance bonds, and required certificates of insurance and endorsements.
18. **RETURN OF BID SECURITY.** Within 14 days after award of the contract, the CITY will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
19. **EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with the CITY on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within five (5) working days after receipt of Notice of Award from the CITY. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the CITY may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the CITY.
20. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement.

21. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.
22. **NON-COLLUSION AFFIDAVIT.** Bidders must execute the following affidavit and submit the same with his/her bid:
23. **MATERIALS SUPPLIERS LIST.** Bidders and their subcontractors must complete the List of Materials Suppliers and Material Guarantee form provided with the Bid Forms and must submit the completed form with the Bid.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____, a
corporation existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the Bid
Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, and that his/her
execution thereof, attested by the Secretary of the Corporation, and with the
Corporate Seal affixed, shall be the official act and deed of this Corporation.”

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

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

Secretary

(SEAL)

BID PROPOSAL CERTIFICATE
(if Partnership)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

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

“RESOLVED, that _____, as the
General Partner of the Partnership, be and is hereby authorized to execute the Bid
Proposal dated _____, 20____, for the _____
project, in the City of Petaluma and that his/her execution thereof, attested by the
_____ shall be the official act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____,
held on _____, 20___, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as
_____ of the joint venture, be and is hereby authorized to
execute the Bid Proposal dated _____, 20___, for the _____
_____ project, in the City of Petaluma, and
that his/her execution thereof, attested by the _____ shall be the
official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20___.

Managing Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Proprietorship)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that _____, as owner of _____ that I am authorized to execute the Bid Proposal dated _____, 20____, for the _____ project, in the City of Petaluma, and that my execution thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Owner

(SEAL)

SECTION I

BID FORMS

(TO BE SUBMITTED WITH BIDS)

BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

_____, [Contractor] hereby declares that:

He or she is _____ [title/position] of _____, [company name] 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 induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or 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 or 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 his or her 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Signature

Public Contract Code section 7106
Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

BID PROPOSAL CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____, a
corporation existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the Bid
Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, and that his/her
execution thereof, attested by the Secretary of the Corporation, and with the
Corporate Seal affixed, shall be the official act and deed of this Corporation.”

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

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

Secretary

(SEAL)

BID PROPOSAL CERTIFICATE
(if Partnership)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

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

“RESOLVED, that _____, as the
General Partner of the Partnership, be and is hereby authorized to execute the Bid
Proposal dated _____, 20____, for the _____
project, in the City of Petaluma and that his/her execution thereof, attested by the
_____ shall be the official act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ a joint venture existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as
_____ of the joint venture, be and is hereby authorized to
execute the Bid Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, and
that his/her execution thereof, attested by the _____ shall be the
official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Managing Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Proprietorship)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that _____, as owner of _____ that I am authorized to execute the Bid Proposal dated _____, 20____, for the _____ project, in the City of Petaluma, and that my execution thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Owner

(SEAL)

PROPOSAL

To the City Council of the City of Petaluma:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedule.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents and Specifications governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates and agreements within five (5) working days after receipt of Notice of Award of said contract from the City.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

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

Enclosed find bidder's bond, certified check, or cashier's check no. _____ of the _____ (Company) (Bank) for _____ Dollars (\$_____).

This project requires a Class _____ California State Contractor's License.

Contractor's License No. _____ License Class _____

Expiration Date of Contractor's License _____

This project requires registration with the California State Department of Industrial Relations.

Public Works Contractor Registration No. _____

Registration Date _____ Expiration Date _____

A bid submitted to a public agency by a contractor who is not licensed and not registered shall be considered non-responsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number, public work contractor registration number, and expiration dates stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: _____

Signed by: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Dated this _____ day of _____, 20__.

END OF PROPOSAL

BID SCHEDULE

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, General Conditions, and Special Provisions.

ARTICLE 1 — OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Petaluma.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 — ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of cash, a certified or cashier's check, or a Bid Bond as specified in Bid Bond.
 - B.

ARTICLE 3 — BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Lump Sum Bids
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices:
 - 1. Lump Sum Price (Base Bid).

--

Bid Item Number	Description	Price in Figures (\$)
1.A.	UV Channel Coating	\$
1.B.	Concrete Repair including channel template	\$
1C.	Coordination with Owner on UV module removal and channel outage	\$
1.D.	Epoxy Crack Injection as shown on the Drawings	\$
1.E.	All other costs required to complete all Work in the Contract Documents not covered by the other Line Items listed above.	\$
Total Lump Sum Bid Price		\$

Total Lump Sum Bid Price (in Words): _____

3.02 Unit Price Bids – NOT USED

ARTICLE 4 — TIME OF COMPLETION

--

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Document 00700 - General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

--

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 — BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid acceptance period

- A. 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.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6 — BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. In accordance with California Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Bidder certifies that Bidder is not identified on the list created by the California Department of General Services (DGS) in accordance with California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran.

5. In accordance with Texas Government Code Chapter 2252.152 Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist

Organization Prohibited, Bidder certifies that Bidder does not engage in business with Iran, Sudan or any foreign terrorist organization, that the Texas Comptroller does not list Bidder as a terrorist organization, and that the Bidder acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel.

6. Bidder certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.
7. Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
8. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Document 00800 - Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
9. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the 00800 - Supplementary Conditions, with respect to Technical Data in such reports and drawings.
10. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Document 00800 - Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
11. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
12. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
13. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
14. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
15. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. 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 as defined below:
 - 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 2 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.

5. In accordance with California Public Contract Code, Section 7103.5(b), Contractor or Subcontractor shall offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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).
6. Successful bidder shall pay not less than the prevailing rate of per diem wages in accordance with California Labor Code, Section 1770 et seq. as determined by the California Department of Industrial Relations.
7. In accordance with California Labor Code, Section 1861, the Bidder states the following as its certification:
 - a. "I am aware of the provisions of California Labor Code, Section 3700, 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."

BIDDER hereby submits this Bid as set forth above:

Bidder:

.....
.....
(typed or printed name of organization)

Bidder's Contractor License No.:

.....
.....
California DIR Registration No.:

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.

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:

When proposing as a Corporation, Bidder swears and affirms by signing this Bid that the proposing Corporation is currently in existence, is currently authorized to do business in the State of Texas (or State of incorporation) and that no franchise tax reports or payments are delinquent as of the date of this Bid Proposal. The Bidder will provide a Certificate of Account Status with the signed Contract Documents. Forms may be obtained by the successful Contractor from the Texas (or other state) Comptroller of Public Accounts and submitted as part of the final, executed Contract Documents.

A Limited Liability Corporation

Limited Liability Corporation Name: _____

By: _____
(Signature of managing member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

END OF DOCUMENT

LIST OF SUBCONTRACTORS

In accordance with Section 4104 of the Public Contracting Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or, in the cases of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater. In each such instance, the nature and extent of the work to be performed shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor’s total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. The subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only with the written consent of the City.

Name of Subcontractor	Address of Office, Mill, or Shop	Description of Work to be Performed (also show Bid Schedule Item Number)	Public Works Contractor Registration Number
--------------------------------------	---	---	--

LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

The bidder is required to name the make and supplier of the material items listed below to be furnished under these specifications. The bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer. The naming of more than one supplier for a single item or naming a supplier followed by the words "or equal" will not be acceptable. Substitution of any listed supplier following submission of this form with the Bid shall only be permitted as authorized by the Engineer pursuant to Section 6.3 of the General Conditions.

Failure to complete this form and submit it with the bid proposal may cause the proposal to be rejected as being incomplete and not responsive to the solicitation.

Item	Supplier & Manufacturer	Address
Endura-Flex EF-1988		
Endura-Flex 1200P Epoxy Primer		
Endura Flex EF 100FP Ceramic Filler		
Epoxy Injection System		

MATERIAL GUARANTEE

In addition to completion of the list of material suppliers on the Material Suppliers form, the bidder may be required to furnish prior to award of contract, a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to test, provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

END OF
LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT

The following statements as to experience and financial qualifications of the Proposer are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Proposer.

The Proposer has been engaged in the contracting business under the present business for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

Year	Type of Work-Size, Length and Contract Amount	Location and For Whom Performed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following complaints have been made against the Proposer's contractor's license within the past ten (10) years:

Date: _____ Nature of Complaint _____

Reference is hereby made to the following bank or banks as to the financial responsibility of the proposer:

NAME OF BANK	ADDRESS

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the proposer:

NAME OF SURETY COMPANY:

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

SIGNATURE OF PROPOSER

DATE

NAME OF PROPOSER

END OF
QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

**SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California)
) ss.
County of)

_____, **being first duly sworn**, deposes and says that he or
(Contractor's Authorized Representative)

she is

_____ of _____, the party making the foregoing
(Title of Representative) (Contractor's Name)

bid, has visited the Site of the Work as described in the Contract and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature Name of Bidder

STATEMENT OF QUALIFICATIONS

The apparent low Bidder shall submit a Statement of Qualifications as specified herein as a submittal to the City within 24 hours of the bid opening.

- A. The following are minimum requirements for the Bidder to be found responsible to perform the Work. Bidder's compliance with the minimum qualification requirements will be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.
 - 1. Five years experience as a continuously operating entity engaged in the performance of similar work.
 - 2. Experience on public works projects, with no history of default termination.
 - 3. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.

- B. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

BID BOND

We, _____ as Principal, and _____ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Petaluma (herein called "the Owner") for the payment of the penal sum of _____ Dollars (\$_____), lawful money of the United States, which is ten (10) percent of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the _____ project.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

Executed on _____, _____.

PRINCIPAL

By _____
Signature

Title

Any claims under this bond may be addressed to:

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

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

END OF BID BOND

SECTION 00820
FEDERAL AND STATE FUNDING REQUIREMENTS
TABLE OF CONTENTS

	Page
ARTICLE 1 — GENERAL.....	2
ARTICLE 2 — DAVIS-BACON AND RELATED ACT REQUIREMENTS.....	2
ARTICLE 3 — DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS	10
ARTICLE 4 — DRUG FREE WORKPLACE REQUIREMENTS.....	10
ARTICLE 5 — EEOC: AFFIRMATIVE ACTION REQUIREMENTS	12
ARTICLE 6 — ENVIRONMENTAL COMPLIANCE.....	13
ARTICLE 7 — EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES EO 11246:.....	13
ATTACHMENT A - FEDERAL WAGE DETERMINATIONS	
ATTACHMENT B - DAVIS-BACON ACT CERTIFICATE OF ELIGIBILITY	
ATTACHMENT C - DBE GUIDANCE DOCUMENT	

ARTICLE 1 — GENERAL



1.01 This section comprises the construction contract provisions required by funding programs.

- A. The provisions, regulations, code references, certifications and other items included apply to this Project.



ARTICLE 2 — DAVIS-BACON AND RELATED ACT REQUIREMENTS



2.01 In full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

- A. Minimum wages.
1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than

those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- a. The Owner shall require, on behalf of the U.S. Environmental Protection Agency (EPA), that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2) The classification is utilized in the area by the construction industry; and
 - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- c. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer

shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

3. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

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

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Engineer if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency or owner
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - 4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
 - 5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- D. The contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- E. Apprentices and trainees—
 - 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and

wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- F. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- G. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- H. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- I. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- J. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Owner, the U.S. Department of Labor, or the employees or their representatives.
- K. Certification of eligibility.
 - 1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2.02 Contract Work Hours and Safety Standards Act.

- A. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In

addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the Owner of Columbia or a territory, to such Owner or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

2.03 In addition to the clauses contained in paragraphs above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2.04 Compliance Reporting:

- A. Each Contractor having a contract containing the provisions prescribed above shall file, and shall cause each of his subcontractors to file, Compliance Reports with the Owner or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

- B. The Contractor/Bidders or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- C. Whenever the Contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Owner as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- D. The Owner or the Secretary of Labor may direct that any the Contractor/Bidder or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the Contractor/Bidder deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the Contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Owner or the Secretary of Labor may require.

2.05 Contractor shall comply with wage determinations.

[Redacted]

- A. As specified in Attachment A - Federal Wage Determinations.
- B. The higher of either state or federal wages will be paid for comparable work classifications.

[Redacted]

- C. This contract is subject to enforcement by California Department of Industrial Relations (DIR) with regard, specifically but not limited to, the following:
- D. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the DIR. These wages are available from the DIR website at <https://www.dir.ca.gov>. The effective general prevailing wage rates, which have been determined and are on file with the DIR are referenced but not printed in the Contract Documents.

- E. Pursuant to Section 1725.5 of the Labor Code, no contractor or subcontractor may be listed on a bid proposal, or awarded a contract, for public work on a public works project unless registered with the DIR.

- 2.06 Contractor shall submit a signed copy of Attachment F - Davis-Bacon Act Certificate of Eligibility with executed Agreement.

ARTICLE 3 — DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

- 3.01 The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project.

- A. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaihefforts>.

- 3.02 Contractor shall maintain proper records demonstrating that the six good faith efforts were applied during contract procurement.

- 3.03 Contractor can refer to Attachment G - DBE Guidance Document.

ARTICLE 4 — DRUG FREE WORKPLACE REQUIREMENTS

- 4.01 Comply with 55 FR 21690, 21694, MAY 25, 1990.

- 4.02 Workplaces under grants, for contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the contractor must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the contractor's drug-free workplace requirements.

- 4.03 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio studios).

- 4.04 If the workplace identified to the board changes during the performance of the grant, the contractor shall inform the board of the change(s), if it previously identified the workplaces in question.

- 4.05 Definitions of terms in the non-procurement suspension and debarment common rule and drug-free workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules: controlled substance means a controlled substance in schedules i through v of the controlled substances act

(21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes; criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; employee means the employee of a contractor directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the contractor's payroll. This definition does not include workers not on the payroll of the contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the contractor's payroll; or employees of subrecipients or subcontractors in covered workplaces.

- 4.06 Certification regarding drug-free workplace requirements for alternate i. (contractors other than individuals)
- A. The contractor certifies that it will or will continue to provide a drug-free workplace by:
1. (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. (b) establishing an ongoing drug-free awareness program to inform employees about—
 - a. (1) the dangers of drug abuse in the workplace;
 - b. (2) the contractor's policy of maintaining a drug-free workplace;
 - c. (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. (c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the published statement;
 4. (d) notifying the employee in the published statement that, as a condition of employment
 5. Under the grant, the employee will—
 - a. (1) abide by the terms of the statement; and
 - b. (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 6. (e) notifying the board in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 7. (f) taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—

- a. (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the rehabilitation act of 1973, as amended; or
 - b. (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
8. (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

ARTICLE 5 — EEOC: AFFIRMATIVE ACTION REQUIREMENTS

- 5.01 Comply with Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.2.
- 5.02 The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 5.03 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
2022 – 2023 (as scheduled)	25.6 percent	25.6 percent

- A. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.
- B. The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and Owner, if any).

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ARTICLE 6 — ENVIRONMENTAL COMPLIANCE

- 6.01 The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

ARTICLE 7 — EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES EO 11246

- 7.01 The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)
- 7.02 Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.
- 7.03 During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such

provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp.,

- I. p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

7.04 Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- B. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered

Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in this section. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by

the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 - a. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - b. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - c. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - d. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- e. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- f. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in this section, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- g. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions
- h. hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7.05 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).]

END OF SECTION

ATTACHMENT A - FEDERAL WAGE DETERMINATIONS

"General Decision Number: CA20220007 08/05/2022

Superseded General Decision Number: CA20210007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$15.00 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2022.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all

extended on or after January	covered workers at least		
30, 2022:	\$11.25 per hour (or the		
	applicable wage rate listed		
	on this wage determination,		
	if it is higher) for all		
	hours spent performing on		
	that contract in 2022.		
_____		_____	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0	01/07/2022
1	01/14/2022
2	01/21/2022
3	01/28/2022
4	02/04/2022
5	02/18/2022
6	02/25/2022
7	03/25/2022
8	04/01/2022
9	06/03/2022
10	07/01/2022
11	07/15/2022
12	07/22/2022
13	07/29/2022
14	08/05/2022

ASBE0016-001 01/01/2021

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties..	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2021

Rates Fringes

MARBLE FINISHER.....\$ 37.72 17.64

BRCA0003-004 05/01/2021

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....\$ 47.24 22.13
AREA 2.....\$ 49.78 27.34

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2021

Rates Fringes

TERRAZZO FINISHER.....\$ 39.95 18.46
TERRAZZO WORKER/SETTER.....\$ 53.03 28.34

BRCA0003-010 04/01/2019

Rates Fringes

TILE FINISHER

Area 1.....\$ 27.31 14.75
Area 2.....\$ 27.10 16.50
Area 3.....\$ 29.94 16.38
Area 4.....\$ 28.06 15.82
Tile Layer
Area 1.....\$ 45.51 17.64

Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2021

	Rates	Fringes
MARBLE MASON.....	\$ 53.17	29.10

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).	\$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the

following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of and including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

Rates Fringes

Modular Furniture Installer

Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
 Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

 CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82

Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
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Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.69	3%+24.38
ELECTRICIAN.....	\$ 53.06	3%+24.38

ELEC0180-003 12/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications Installer.....	\$ 43.71	3%+22.65
Technician.....	\$ 50.27	3%+22.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0340-003 06/01/2021

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN		
Remaining area.....	\$ 41.56	32.49
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour
 91+ miles - \$10.00 per hour

 ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 55.60	28.06

 ELEC0551-005 12/01/2021

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications Installer.....	\$ 43.71	23.96
Technician.....	\$ 50.27	24.16

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.49	17.74

ELEC0659-008 02/01/2020

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 60.28	4.5%+19.40
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 53.82	4.5%+19.40
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

* ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 74.54	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County

Area 2: Remainder

TULARE COUNTY;
 Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15

Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15

GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar;

Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and

supported); Screed (except asphaltic concrete paving);
Self-propelled pipeline wrapping machine; Tractor;
Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose
A-frame truck, non-rotating - under 15 tons; Cary lift or
similar; Combination slurry mixer and/or cleaner; Drilling
equipment, 20 ft. and under m.r.c.; Firetender (hot plant);
Grouting machine operator; Highline cableway signalperson;
Stationary belt loader (Kolman or similar); Lift slab
machine (Vagtborg and similar types); Maginnes internal
full slab vibrator; Material hoist (1 drum); Mechanical
trench shield; Pavement breaker with or without compressor
combination); Pipe cleaning machine (tractor propelled and
supported); Post driver; Roller (except asphalt); Chip
Seal; Self-propelled automatically applied concrete curing
mahcine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signalperson;
Slip-form pumps (lifting device for concrete forms); Tie
spacer; Tower mobile; Trenching machine, maximum digging
capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken
seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug (self-
propelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine; Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments); Mini
excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
100 tons; Derrick, over 100 tons; Derrick barge

pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-001 06/27/2022

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA,
TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 27.05	13.50
LABORER (Lead Removal)		
Marin County.....	\$ 35.37	26.95
Remaining Counties.....	\$ 34.37	26.95

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,
PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17

Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 34.09	24.41
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LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
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LABORER

Mason Tender-Brick.....\$ 32.45 22.20

LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

LABO0261-015 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...\$	31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzleman

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20

GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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A: at demolition site for the salvage of the material.

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C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-004 01/01/2021

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 07/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 50.78	28.09

PAIN0016-007 01/01/2021

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 35.88	21.16

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water

level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0169-004 01/01/2022

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 54.77	31.45

* PAIN0567-001 07/01/2021

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.80	13.54
Spray Painter & Paperhanger.	\$ 33.39	13.54

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 36.70	14.02

PAIN0767-004 01/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 41.78	33.09

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day,

Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2021

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 39.48	16.98
GROUP 2.....	\$ 33.56	16.98
GROUP 3.....	\$ 33.95	16.98

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2021

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.81	23.39

PLAS0300-003 07/01/2018

Rates Fringes

PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

* PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 82.00	48.18

* PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....\$ 69.70 33.15

PLUM0228-001 07/01/2022

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 44.00 36.99

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER
Light Commercial.....\$ 30.85 20.40
All Other Work.....\$ 58.00 40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake

Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.54	17.11

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

PLUM0442-003 07/01/2022

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.75	34.49

PLUM0447-001 07/01/2022

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 58.37	28.00
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2021

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Rofer.....	\$ 47.17	19.86

ROOF0081-007 08/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 41.23	19.61

SFCA0483-003 01/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 70.55	35.39

SFCA0669-003 04/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.36	26.83

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under

7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

ATTACHMENT B
DAVIS-BACON ACT CERTIFICATE OF ELIGIBILITY

DAVIS-BACON ACT CERTIFICATE OF ELIGIBILITY

(submit with executed Agreement)

In accordance with Davis-Bacon and Related Acts (DBRA) and I certify as stated below.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:
NAME: _____ TITLE: _____

SIGNATURE : _____ DATE: _____

ATTACHMENT C - DBE GUIDANCE DOCUMENT

DBE GUIDANCE DOCUMENT

Guidelines for Meeting Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in funding programs.

How to Achieve the Purpose of the Program

Recipients of financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation’s State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator

Form					
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.
- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.

- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-2 (DBE Subcontractor Participation Form)

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-2 (DBE Subcontractor Participation Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from

entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Federal and State Funding Requirements

00820-Attachment C-10

7310L10

August 2022

FORM 4500-3 (DBE Subcontractor Performance Form)

**Disadvantaged Business Enterprise(DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. YES NO If yes, please complete the table below.			
Subcontractor Name/Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-4 (DBE Subcontractor Utilization Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF) FORM UR-334**

1. Grant/Finance Agreement Number:	2. Annual Reporting Period 10/1/____through 09/30/	3. Purchase Period of Financing Agreement:			
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. Recipient's Name and Address:		6. Recipient's Contact Person and Phone Number:			
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative				12. Date	

****Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL
ASSISTANCE**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

CALIFORNIA STATE REVOLVING FUNDS INSTRUCTIONS

FOR COMPLETING FORM UR-334

Box 1 Grant or Financing Agreement Number.

Box 2 Annual reporting period.

Box 3 Enter the dates between which you made procurements under this financing agreement or grant.

Box 4 Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.

Box 5 Enter Recipient's Name and Address.

Box 6 Enter Recipient's Contact Name and Phone Number.

Box 7 Enter details for the **DBE purchases only** and be sure to limit them to the current period.

1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column

Box 8 Initial here if no DBE contractors or sub-contractors were paid during this reporting period.

Box 9 Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.

Box 10 This box is for explanatory information or questions.

Box 11 Provide an authorized representative signature.

Box 12 Enter the date form completed.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:			2. Status of Federal Action:			3. Report Type:		
<input type="checkbox"/> a. contract	<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> a. initial	<input type="checkbox"/> b. grant	<input type="checkbox"/> b. initial award	<input type="checkbox"/> b. material change	For Material Change Only: year ____ quarter ____ date of last report _____		
<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> c. post-award							
<input type="checkbox"/> d. loan								
<input type="checkbox"/> e. loan guarantee								
<input type="checkbox"/> f. loan insurance								
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:					
<input type="checkbox"/> Prime	<input type="checkbox"/> Subawardee	Tier _____, if known						
Congressional District, if known _____			Congressional District, if known _____					
6. Federal Department/Agency:			7. Federal Program Name/Description:					
			CFDA Number, if applicable _____					
8. Federal Action Number, if known:			9. Award Amount, if known:					
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)					
(attach Continuation Sheet(s) if necessary)								
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply)					
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____			<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____					
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:								
(attach Continuation Sheet(s) if necessary)								
15. Continuation Sheet(s) attached:			Yes <input type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than			Signature: _____					
			Print Name: _____					
			Title: _____					

\$10,000 and not more than \$100,000 for each such failure.

Telephone No.: _____

Date: _____

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Standard Form - LLL

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

SECTION II
GENERAL CONDITIONS

CITY OF PETALUMA - GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 1

 Addenda..... 1

 Agreement 1

 Application for Payment 1

 Asbestos..... 1

 Bid 1

 Bonds..... 1

 Change Order 1

 CITY..... 1

 Clarification..... 1

 Contract Documents 1

 Contract Price 2

 Contract Times 2

 CONTRACTOR..... 2

 Day 2

 Defective Work 2

 Drawings 2

 Effective Date of the Agreement..... 2

 ENGINEER..... 2

 Field Order 2

 Hazardous Waste..... 2

 Laws and Regulations; Laws or Regulations 2

 Lien or Mechanic’s Lien 2

 Milestone 3

 Notice of Award 3

 Notice of Completion 3

 Notice to Proceed 3

 Partial Utilization 3

 Petroleum..... 3

 Project..... 3

 Record Drawings..... 3

 Resident Project Representative..... 3

 Samples 3

 Shop Drawings 3

 Site..... 3

 Special Provisions 4

 Specifications 4

 Stop Notice 4

 Subcontractor..... 4

Supplementary General Conditions.....	4
Supplier	4
Utilities	4
WORK.....	4
Working day	4
ARTICLE 2 - PRELIMINARY MATTERS	4
2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES.....	4
2.2 COPIES OF DOCUMENTS.....	5
2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED	5
2.4 STARTING THE WORK.....	5
2.5 PRECONSTRUCTION CONFERENCE	5
ARTICLE 3 - INTENT AND USE OF CONTRACT DOCUMENTS	5
3.1 INTENT	5
3.2 REFERENCE TO STANDARDS	6
3.3 REVIEW OF CONTRACT DOCUMENTS	6
3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.....	7
3.5 AMENDING CONTRACT DOCUMENTS	7
3.6 REUSE OF DOCUMENTS	7
ARTICLE 4 - SITE OF THE WORK.....	8
4.1 AVAILABILITY OF LANDS.....	8
4.2 REPORTS OF PHYSICAL CONDITIONS	8
4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES	9
4.4 DIFFERING SITE CONDITIONS.....	9
4.5 HAZARDOUS MATERIALS	10
4.6 REFERENCE POINTS.....	11
ARTICLE 5 - BONDS AND INSURANCE	11
5.1 BONDS	11
5.2 INSURANCE.....	12
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	15
6.1 COMMUNICATIONS	15
6.2 SUPERVISION AND SUPERINTENDENCE	15
6.3 LABOR, MATERIALS, AND EQUIPMENT	15
6.4 SCHEDULE.....	20
6.5 SUBSTITUTES OR "OR EQUAL" ITEMS	20
6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS	20
6.7 PERMITS.....	20
6.8 PATENT FEES AND ROYALTIES	20
6.9 LAWS AND REGULATIONS.....	21
6.10 TAXES.....	21
6.11 USE OF PREMISES.....	21
6.12 SAFETY AND PROTECTION	22

6.13	EMERGENCIES.....	24
6.14	SUBMITTALS	24
6.15	CONTINUING THE WORK	27
6.16	CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE	27
6.17	INDEMNIFICATION.....	29
6.18	CONTRACTOR’S DAILY REPORTS	31
6.19	CONTRACT DOCUMENTS AND RECORD DRAWINGS.....	31
6.20	CLEAN UP	32
6.21	STORM WATER POLLUTION PREVENTION	33
ARTICLE 7 - OTHER WORK.....		39
7.1	RELATED WORK AT SITE	39
7.2	COORDINATION	40
ARTICLE 8 - CITY’S RESPONSIBILITIES		40
8.1	COMMUNICATIONS	40
8.2	PAYMENTS	40
8.3	LANDS, EASEMENTS, AND SURVEYS.....	40
8.4	REPORTS AND DRAWINGS.....	40
8.5	CHANGE ORDERS	40
8.6	INSPECTIONS AND TESTS.....	40
8.7	SUSPENSION OF WORK.....	40
8.8	TERMINATION OF AGREEMENT	41
8.9	LIMITATION ON CITY’S RESPONSIBILITIES	41
8.10	UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS	41
ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION		42
9.1	CITY’S REPRESENTATIVE	42
9.2	OBSERVATIONS ON THE SITE	42
9.3	PROJECT REPRESENTATION.....	42
9.4	CLARIFICATIONS.....	42
9.5	AUTHORIZED VARIATIONS IN WORK.....	42
9.6	REJECTING DEFECTIVE WORK	43
9.7	CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS.....	43
9.8	DECISIONS ON DISPUTES	43
9.9	LIMITATIONS ON ENGINEER’S RESPONSIBILITIES	43
ARTICLE 10 - CHANGES IN THE WORK.....		44
10.1	GENERAL.....	44
10.2	ALLOWABLE QUANTITY VARIATIONS.....	45
ARTICLE 11 - CHANGE OF CONTRACT PRICE		45
11.1	GENERAL.....	45
11.2	COSTS RELATING TO WEATHER	46
11.3	COST OF WORK (BASED ON TIME AND MATERIALS)	46
11.4	CONTRACTOR’S OVERHEAD AND PROFIT	50

11.5	EXCLUDED COSTS.....	50
11.6	CONTRACTOR’S EXTRA WORK REPORT	51
ARTICLE 12 - CHANGE OF CONTRACT TIMES.....		52
12.1	GENERAL	52
12.2	EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER..	53
ARTICLE 13 - INSPECTIONS AND TESTS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		53
13.1	NOTICE OF DEFECTIVE WORK.....	53
13.2	ACCESS TO WORK.....	53
13.3	INSPECTIONS AND TESTS.....	53
13.4	CITY MAY STOP THE WORK.....	55
13.5	CORRECTION OR REMOVAL OF DEFECTIVE WORK.....	55
13.6	ACCEPTANCE OF DEFECTIVE WORK	55
13.7	CITY MAY CORRECT DEFECTIVE WORK	56
13.8	CORRECTION PERIOD.....	56
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION.....		57
14.1	SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN).....	57
14.2	UNIT PRICE BID SCHEDULE	57
14.3	APPLICATION FOR PROGRESS PAYMENT	57
14.4	CONTRACTOR’S WARRANTY OF TITLE.....	58
14.5	REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT	58
14.6	COMPLETION.....	60
14.7	PARTIAL UTILIZATION	61
14.8	FINAL APPLICATION FOR PAYMENT	61
14.9	FINAL PAYMENT AND ACCEPTANCE.....	61
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		63
15.1	SUSPENSION OF WORK BY CITY	63
15.2	TERMINATION OF AGREEMENT BY ENGINEER FOR DEFAULT	63
15.2	TERMINATION OF AGREEMENT BY CITY FOR CONVENIENCE.....	64
15.4	TERMINATION OF AGREEMENT BY CONTRACTOR	64
ARTICLE 16 - GENERAL TERMS		65
16.1	GIVING NOTICE.....	65
16.2	TITLE TO MATERIALS FOUND ON THE WORK.....	65
16.3	RIGHT TO AUDIT.....	65
16.4	SURVIVAL OF OBLIGATIONS	66
16.5	CONTROLLING LAW	66
16.6	SEVERABILITY	66
16.7	WAIVER.....	66
ARTICLE 17 - CALIFORNIA STATE REQUIREMENTS.....		67
17.1	STATE WAGE DETERMINATIONS.....	67

17.2 WORKERS’ COMPENSATION67

17.3 APPRENTICES ON PUBLIC WORKS.....67

17.4 WORKING HOURS.....68

17.5 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING
FROM CERTAIN ACTS OF GOD68

17.6 NOTICE OF COMPLETION68

17.7 UNPAID CLAIMS68

17.8 RETAINAGE FROM MONTHLY PAYMENTS.....69

17.9 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY ...69

17.10 PAYROLL RECORDS; RETENTION; INSPECTION, NONCOMPLIANCE
PENALTIES; RULES AND REGULATIONS.....70

17.11 CULTURAL RESOURCES71

17.12 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS71

17.13 CONCRETE FORMS, FALSEWORK, AND SHORING72

17.14 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES .72

17.15 CONTRACTOR LICENSE REQUIREMENTS73

17.16 DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF
HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS;
INVESTIGATIONS; CHANGE ORDERS’ EFFECT ON CONTRACT74

17.17 RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT75

17.18 TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS77

17.19 PREFERENCE FOR MATERIAL77

17.20 RESOLUTION OF CONSTRUCTION CLAIMS78

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1 which meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case in the Contract Documents, then the lower case word will have its ordinary meaning.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the CITY and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentations as is required by the Contract Documents.

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

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Labor and Materials, and Maintenance Bonds and other instruments of security.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the CITY, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

CITY - The City of Petaluma.

Clarification - A document issued by the ENGINEER to the CONTRACTOR that clarifies the requirements(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

Contract Documents - The Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General

Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. Shop Drawings are not Contract Documents.

Contract Price - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Times - The number or numbers of successive calendar days or dates stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has executed the Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The City Manager or his/her designee.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6906) as amended from time to time.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Lien or Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When related to public works construction, Lien or Mechanic's Lien may be called Stop Notice.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the WORK or a period of time within which the separately identifiable part of the WORK should be performed prior to completion of all the WORK.

Notice of Award - The written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY will enter into an Agreement.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the CITY that the WORK is Complete and fixing the date of completion. After acceptance of the WORK by the CITY Council, the form is signed by the CITY and filed with the County Recorder. This filing starts the 30 day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK for the purpose for which it is intended prior to completion of all the WORK.

Partial Utilization - Use by the CITY of a completed part of the WORK for the purpose for which it is intended prior to completion of all the WORK.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction project of which the WORK to be provided under the Contract Documents may be the whole, or as part as indicated elsewhere in the Contract Documents.

Record Drawings - Drawings generated by marking a set of Drawings to reflect all of the changes that have occurred during construction of the Project.

Resident Project Representative - The authorized representative of the ENGINEER who is assigned to the Site or any part thereof.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the WORK and which establish the standards by which such portion of the WORK will be judged.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK.

Site - Lands or other areas designated in the Contract Documents as being furnished by the CITY for the performance of the construction, storage, or access.

Special Provisions - Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

Specifications - The directions, provisions and requirements set forth in the Standard Specifications as supplemental and modified by the special provisions.

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

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the WORK at the Site.

Supplementary General Conditions - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman, or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

Utilities - All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following services or materials; water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Working day - Any day except Saturdays, Sundays and CITY holidays.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES

- A. When the CONTRACTOR delivers the signed Agreement to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and insurance policies and certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

- A. The CITY will furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

- A. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

- A. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no work shall be done at the Site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall review the Contract Documents in accordance with Paragraph 3.3.

2.5 PRECONSTRUCTION CONFERENCE

- A. The CONTRACTOR is required to attend a preconstruction conference. This conference will be attended by the CITY, ENGINEER, and others as appropriate in order to discuss the WORK.
- B. The CONTRACTOR's initial schedule submittals for shop drawings, obtaining permits, and Plan of Operation and CPM Schedule will be reviewed and finalized. At a minimum, the CONTRACTOR's representatives shall include its project manager, project superintendent and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of California .
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any

labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not called for specifically.

- C. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

3.2 REFERENCE TO STANDARDS

- A. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of the CITY or the CONTRACTOR or any of their consultants, agents or employees, from those set forth in the CONTRACT Documents, nor shall it be effective to assign to CITY any duty or authority to direct the performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS

- A. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual, or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once, and CONTRACTOR shall not proceed with the work affected thereby (except in an emergency as authorized by Paragraph 6.13 until a Clarification, Field Order, or Change Order to the Contract Documents has been issued.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. Unless otherwise noted herein, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a Change Order or an Addendum, if required. Addenda and Change Orders bearing the most recent date shall prevail over Addenda or Change Orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Orders/Addenda (most recent in time take precedence)
2. Agreement and Bond Forms
3. Referenced Standard Specifications
4. Special Provisions
5. Drawings
6. General Conditions
7. Instructions to Bidders
8. Contractor's Bid (Bid Form)
9. Notice Inviting Bids
10. Supplementary General Conditions (if any)
11. Permits from other agencies as may be required by law

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.5 AMENDING CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

3.6 REUSE OF DOCUMENTS

A. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the CITY shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of CITY.

ARTICLE 4 – SITE OF THE WORK

4.1 AVAILABILITY OF LANDS

- A. The CITY will furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the ENGINEER prior to said use; and the CITY will not be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.2 REPORTS OF PHYSICAL CONDITIONS

- A. **Subsurface Explorations:** Reference is made to any Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents.
- B. **Existing Structures:** Reference is made to any Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.
- C. The CITY makes no representation as to the completeness of the reports or drawings referred to in Paragraph 4.2 A or B above or the accuracy of any data or information contained therein. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. **Indicated:** The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the CITY or the ENGINEER by the owners of such underground Utilities or by others. Unless it is expressly provided in any Supplementary General Conditions the CITY will not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of all of which are deemed to have been included in the Contract Price.
- B. **Not Indicated:** If an underground Utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such underground Utility and give written notice thereof to that owner and shall notify the ENGINEER.

4.4 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall notify the ENGINEER, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2, 4.3, and 4.5.
- B. The ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto.
- C. If the ENGINEER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening the Contract Times, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the ENGINEER and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

- E. The CONTRACTOR's failure to give notice of differing Site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 HAZARDOUS MATERIALS

- A. CITY shall be responsible for any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the Site. CITY will not be responsible for any such material brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
 - 1. Upon discovery of any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material, the CONTRACTOR shall immediately stop all work in any area affected thereby (except in an emergency as required by Paragraph 6.13) and notify ENGINEER (and therefore confirm such notice in writing). CONTRACTOR shall not be required to resume any work in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
 - 2. If, after receipt of such special written notice, CONTRACTOR does not agree to resume such WORK based on a reasonable belief it is unsafe, or does not agree to resume such WORK under special conditions, ENGINEER may order such portion of the WORK that is in connection with such hazardous condition or in such affected area to be deleted from the WORK. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the WORK then either party may make a claim therefor as provided in Articles 11 and 12. CITY may have such deleted portion of the WORK performed by CITY's own forces or others in accordance with Article 7.
- B. The provisions of Paragraphs 4.2, 4.3, and 4.4 are not intended to apply to Asbestos, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

4.6 REFERENCE POINTS

- A. The ENGINEER will provide the location and elevation of one bench mark, near or on the Site of the WORK, for use by the CONTRACTOR for alignment and elevation control. Unless otherwise specified in any Supplementary General Conditions, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve or replace any and all bench marks, section corners, witness corners, stakes, and other survey marks, and in case of their removal or destruction by any party, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by surveyor licensed under the applicable state codes governing land surveyors.

ARTICLE 5 – BONDS AND INSURANCE

5.1 BONDS

- A. The CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein and in paragraph 6.16 of these General Conditions.

- C. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

5.2 INSURANCE

Contractor and any subcontractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and carrier and the City Manager as to sufficiency, nor shall Contractor allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the contractor and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor’s agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office form number CA covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. [Optional] Such other insurance coverages and limits as may be required by the CITY as follows: _____.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and

approved by the CITY before work commences. As an alternative to the CITY's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 COMMUNICATIONS

- A. Written communications with the CITY shall be only through or as directed by the ENGINEER.

6.2 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the Site at all times during the performance of the WORK a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the ENGINEER. The superintendent will be the CONTRACTOR's representative at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.
- C. The CONTRACTOR's superintendent shall be present at the Site at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the Site.

6.3 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any required temporary works. The CONTRACTOR shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the WORK or property at the Site or adjacent thereto, and except as otherwise indicated in the

Contract Documents, all work at the Site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any federally observed holiday without the CITY's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER in writing a minimum of 24 hours in advance.

- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All increased costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment incorporated into the WORK shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the CITY or any of its consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.
- F. The work, unless otherwise permitted or approved by the ENGINEER, shall be completed with the incorporated use of equipment, materials, and/or products where such are specified. Substitutions and equal alternatives will be permitted as

provided in this article; however, neither the request for substitution nor the offer of alternatives shall in any way by their submittal obligate the CITY to assent to any request or offer. Failure of the CONTRACTOR awarded the work to either submit requests for substitutions or to offer alternatives within the required times provided in this General Condition will be considered as evidence that the work shall be accomplished with trade-named equipment, materials, and/or products as identified in the Specifications and/or the Drawings.

- G. Unless otherwise provided elsewhere in the Contract, all equipment, materials, and/or products incorporated into the work shall be new and, where not specified, shall be of the highest quality of the respective kinds for the intended use, and all workmanship shall meet or exceed applicable construction industry standards and practices. If equipment, materials, and/or products are designated by listing named manufacturers of particular equipment, materials, and/or products followed by the words "or equal," then the CONTRACTOR may furnish the named equipment, materials, and/or products or any equal equipment, materials, and/or products. The first-named manufacturer of particular equipment, materials, and/or products is the basis for the design shown on the Project Drawings. A subsequently named manufacturer or particular equipment, materials, and/or products has been determined to be an acceptable substitution but may require modifications in the Project's design and its ultimate construction to accommodate its use. If such subsequently named items are selected by the CONTRACTOR for incorporation into the work, the CONTRACTOR shall assume all costs required for modifications to the equipment, materials, and/or products, and Project design and construction as may be required for said items' use. Substitutions for an unnamed "equal" item of material shall be permitted upon compliance of the procedures set forth in Paragraph I of this article. If a CONTRACTOR makes use of an unnamed "equal" product as a substitute for a specifically named material or product, the CONTRACTOR shall assume all costs required to make the necessary revisions or modifications to accommodate the use of said unnamed product.
- H. Before beginning the work and within thirty-five (35) calendar days after award of the Contract, the CONTRACTOR shall submit a List of Materials to the ENGINEER for review. The List shall include all items of equipment, materials, and/or products to be incorporated into the work and the names of suppliers with whom purchase orders have been placed. The names on the List shall be arranged in the same order as in the specifications, and shall contain sufficient data to identify precisely the items of equipment, materials, and/or products the CONTRACTOR proposes to furnish. The List shall include Specifications or Drawing references. Once the submission is determined to be acceptable to the ENGINEER, it shall be returned to the CONTRACTOR.
- I. Substitution for those equipment, materials, and/or products specified shall only be permitted when the proposed unnamed "equal" product or material to be furnished is both equal in quality and utility and after the CONTRACTOR has

complied with the following provisions: (1) All substitutions shall be reviewed by the ENGINEER. (2) The ENGINEER must approve such substitution in writing prior to its incorporation into the work. (3) Unless otherwise authorized in writing by the CITY, the CONTRACTOR shall, within thirty-five (35) calendar days of award and prior to placing any purchase orders, but at least thirty (30) calendar days before it requires approval of any such alternative item, submit to the CITY sufficient data, drawings, samples, literature, or other detailed information as will demonstrate to the ENGINEER that the proposed substitute is equal in quality and utility to the equipment, materials and/or products specified.

1. Within thirty (30) calendar days following receipt of all requested information from the CONTRACTOR, the ENGINEER will determine whether the proposed alternative is equal in quality and utility and meets the requirements of the Contract and will inform the CONTRACTOR in writing of such determination. The burden of substantiating the quality and utility of alternatives shall be upon the CONTRACTOR, and the CONTRACTOR shall furnish all necessary information requested and required by the ENGINEER. The ENGINEER will be the sole judge as to the quality and utility of alternative equipment, materials, and/or products, and the ENGINEER's decision shall be final. An acceptance by the ENGINEER of a substitution shall not relieve the CONTRACTOR from complying with the requirements of the Drawings and Specifications. Acceptance by the ENGINEER shall not relieve the CONTRACTOR from full responsibility for the efficiency, sufficiency, and quality and performance of the substitute equipment, materials, and/or products, in the same manner and degree as the equipment, materials, and/or products specified by name.
2. Failure of the CONTRACTOR to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the CITY of any other proposed substitutions.
3. In determining whether a proposed product is equal in quality and utility, the ENGINEER is not restricted to such basic issues as performance and durability, but may consider any other issues that the ENGINEER, in the discretion of the ENGINEER, deems appropriate. Said issues may, but are not required to include, nor are they limited to, such additional factors as comparable performance, reliability, efficiency of operation, ease of operation, adaptability, ease of maintenance, capital costs, life-cycle costs, operational characteristics, costs of training personnel, maintenance history, warranties, problems created by the resulting overall warranty system, availability of qualified service, availability of parts, the history of any supplier and compatibility with existing facilities.

4. No one factor or group of factors, including such issues as savings on capital costs, shall be determinative of whether the proposed product or material is equal in quality and utility. The decision of the ENGINEER shall be based on those factors deemed by the ENGINEER to be relevant and any data, drawings, samples, literature, or other detailed information furnished by the CONTRACTOR with respect to the proposed substitution. Each decision as to whether a product or material is equal in quality and utility shall be made by the ENGINEER on a case-by-case basis.
5. The CONTRACTOR shall be responsible for any and all costs, including consultant costs, incurred by the CITY with respect to the proposed substitution that exceed the costs inherent in the normal and reasonable review of drawings and other standard data, information, and documents concerning any proposed substitution. The CONTRACTOR shall be responsible for this cost, regardless of whether or not the substitution is approved by the ENGINEER.
- J. Unless otherwise provided in the Contract, the title and interest in the right to the use of all water, and the title to all soil, stone, gravel, sand, minerals, timber, and all other materials developed or obtained within the Project limits from operations by the CONTRACTOR or any of its subcontractors, of any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved in the CITY; and neither the CONTRACTOR nor any of its subcontractors, nor any of their representatives or employees, shall have any right, title, or interest in or to any part thereof.
- K. All material used under the Contract after it has been attached or affixed to the work or soil and after partial payment has been made therefore shall become the property of the CITY.
- L. In the event that any Indian relics or items possessing archaeological or historical value are discovered by the CONTRACTOR or any of its subcontractors or any of their representatives or employees, the CONTRACTOR shall immediately notify the ENGINEER and await the ENGINEER's decision before proceeding with any work. The CONTRACTOR shall have no property right in such relics and items.
- M. The CONTRACTOR shall be satisfied as to the quantity of acceptable materials or products which may be produced or obtained at local sources, and the CITY will not assume any responsibility as to the quantities or quality of acceptable materials or products available.
- N. The CONTRACTOR, with the permission of the ENGINEER, may use in the proposed construction such stone, gravel, sand, or other material suitable in the opinion of the ENGINEER as may be found in excavation.

- O. Existing equipment, materials, and/or products to be salvaged shall remain the property of the CITY. Salvage to be reinstalled in the work shall be refurbished as required before reinstallation. Other work to be salvaged shall be carefully removed and handled in such a manner as to avoid damage and shall be delivered to storage at a location designated by the ENGINEER.

6.4 SCHEDULE

- A. The CONTRACTOR shall comply with the schedule requirements in the Special Provisions or as otherwise provided in the Contract Documents.

6.5 SUBSTITUTES OR “OR EQUAL” ITEMS

- A. The CONTRACTOR shall submit proposed substitutes or “or equal” items in accordance with the Bidding Requirements. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract, except as provided in Paragraph 6.3I herein.

6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the CITY for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the CITY nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as part of all its subcontract and supply agreements.

6.7 PERMITS

- A. Unless otherwise provided in any Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by CONTRACTOR. When necessary, the CITY will assist the CONTRACTOR, in obtaining such permits and licenses. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the WORK.

6.8 PATENT FEES AND ROYALTIES

- A. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design,

process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the ENGINEER in the Contract Documents. The CONTRACTOR's indemnification obligation under this Paragraph 6.8 A. for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product or device not specified in the Contract Documents shall be in accordance with Paragraph 6.16 of these General Conditions.

6.9 LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK including, but not limited to, all applicable safety Laws and Regulations. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the CONTRACTOR shall report the same in writing to the ENGINEER. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The CONTRACTOR's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors or Suppliers shall be in accordance with Paragraph 6.16 of these General Conditions.

6.10 TAXES

- A. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the WORK.

6.11 USE OF PREMISES

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall

promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the CONTRACTOR's sole liability expense. The CONTRACTOR's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the CITY, its consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK shall be in accordance with Paragraph 6.16 of these General Conditions.

6.12 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall be responsible for the direction and control of the work assigned and for assuring that all workers on the project understand the hazards of the work involved and the safe work procedures required for each job. The CONTRACTOR shall assure that its subcontractors of all tiers shall, without expense to the CITY, comply with this safety responsibility. No work shall proceed until each worker and subcontractor understands the scope of the work and all safety rules and work procedures to be followed. The CONTRACTOR shall not allow a new employee or new subcontractor to begin work on CITY projects without a full and proper safety orientation. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to prevent damage, injury or loss to:
1. All persons at the Site and other persons and organizations who may be affected thereby;
 2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the WORK.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may effect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CONTRACTOR'S duties and responsibilities for safety and for protection of the WORK shall continue until such time as all the

WORK is completed and ENGINEER has issued a notice to the CONTRACTOR in accordance with Paragraph 14.7 B. that the WORK is acceptable.

- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be made available at the Site by the CONTRACTOR for every hazardous product used.
- E. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended use to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.
- H. Before starting work, the CONTRACTOR shall submit a written safety program to the CITY. The objective of the safety program shall be accident prevention. Such program shall include, but not be limited to, the following:
 - 1. An organization chart and accompanying narrative which describes the responsibility for employee and public safety of those individuals who control each phase of operations and set forth in writing the policies and procedures to be followed by all personnel. The chart shall also show the CONTRACTOR's internal lines of communication (including subcontractors) for the program.
 - 2. A specific program for communication between the CONTRACTOR and CITY on safety matters. The CONTRACTOR shall also designate one person with whom official contact can be made by the CITY on safety matters.
 - 3. Evidence that the CONTRACTOR has become thoroughly familiar with the potential hazards of the work and applicable federal and state regulations.

4. Specific safety procedures and guidelines for conduct of the Work.
5. The CITY's review, comment upon, and/or acceptance of the CONTRACTOR's safety program and/or plan does not in any way negate the responsibilities of the CONTRACTOR for safety or place any responsibility upon the CITY for such safety. Such review comment and/or acceptance shall not be construed as limiting in any manner the CONTRACTOR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site.

6.13 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the WORK or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to immediately act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

6.14 SUBMITTALS

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Special Provisions, the CONTRACTOR shall submit to the ENGINEER for review all Shop Drawings and details of all structural and reinforcing steel, equipment, electrical controls, structural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances in accordance with the accepted schedule of Shop Drawing submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- B. The ENGINEER'S review will be only to determine if the items covered by the submittals will, after installation or incorporation in the WORK, generally conform to the Contract Documents and with the design concept of the completed Project. The ENGINEER's favorable review shall be obtained before any such items are manufactured or used in the work. The favorable review of Drawings by the ENGINEER shall apply in general design only and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein. Favorable review by the ENGINEER shall not relieve the CONTRACTOR of its obligation to meet safety requirements and all other requirements of law. The ENGINEER will start reviewing the CONTRACTOR's submittals only after the

Notice to Proceed is issued by the CITY with the exception of some unusual long lead items which may require submittals prior to issuing the Notice to Proceed.

- C. The CONTRACTOR shall also submit to the ENGINEER for review all Samples in accordance with the accepted schedule of Sample submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- D. Before submittal of each Shop Drawing or Sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the WORK and the Contract Documents. The CONTRACTOR shall provide submittals in accordance with the requirements of the Special Provisions or as otherwise provided in the Contract Documents.
- E. Shop-drawing submittal and coordination are the responsibility of the prime contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Any designation of work "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the CONTRACTOR rather than the subcontractor or supplier who has prepared the Shop Drawings.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall demonstrate clearly compliance with the Drawings and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this Project.

- F. Review of shop-drawing submittals by the ENGINEER has as its primary objective the completion for the CITY of a Project in full conformance with the Drawings and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, shop-drawing review as a secondary objective will assist the CONTRACTOR in its procurement of equipment that will meet all requirements of the Drawings and Specifications, will fit the structures detailed on the Drawings, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of Shop Drawings and submittals does not constitute a change order to the Contract requirements.
- G. Where the CONTRACTOR is required by these Specifications to make submittals, they shall be submitted to the ENGINEER with a letter of transmittal and in sufficient number of copies to allow a distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications, including three (3) copies to be retained by the ENGINEER. The ENGINEER

shall determine the appropriate number of such copies required at the time of the preconstruction conference.

H. Within twenty-five (25) calendar days of receipt by the ENGINEER of each of the CONTRACTOR's submissions and all appurtenant data required for their review, the appropriate number of copies will be returned to the CONTRACTOR with one of the following notations:

1. Resubmittal not required; correction, if any, noted.
2. Correct and resubmit; corrections noted.

Returned copies of Drawings marked with Notation "1" authorize the CONTRACTOR to proceed with the operations covered by such returned copies, provided that such operations be subject to the comments, if any, shown on such returned copies. Returned copies of Drawings marked with Notation "2" shall be corrected, as necessary and required, and shall be submitted in the same manner as before.

I. When submittals are favorably reviewed, the ENGINEER will retain three (3) copies and will return all other copies to the CONTRACTOR. When submittals are not favorably reviewed, the ENGINEER will retain only two (2) copies and will return all others to the CONTRACTOR. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submission to the ENGINEER at least by the second submission of data. The CITY reserves the right to deduct monies from payments due the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submission.

J. Favorable review by the ENGINEER will not constitute acceptance by the ENGINEER of any responsibility for the accuracy, coordination, and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the CONTRACTOR, including responsibility to back check comments, corrections, and modifications from the ENGINEER's review before fabrication. Supplemental, specific requirements for Shop Drawings and details are contained in the applicable technical sections of these Specifications.

K. Copies of schedules and Shop Drawings submitted to the ENGINEER for review shall be such as to provide three (3) copies for the ENGINEER's files, and such additional copies as the CONTRACTOR may desire for its own office files and/or for distribution by it to subcontractors or vendors. Exceptions will be noted in specific sections of Specifications. All Shop Drawings and supporting data, catalogs, and schedules shall be submitted as the instruments of the CONTRACTOR, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the CONTRACTOR, subcontractors, or suppliers, but the CONTRACTOR shall ascertain that submittals meet all of the

requirements of the Contract, while conforming to structural, space, and access conditions at the point of installation. The CONTRACTOR shall check all submittals before submitting them to the ENGINEER.

- L. The ENGINEER shall check and review schedules, drawings, etc., submitted by the CONTRACTOR only for general design conformance with the concept of the Project and compliance with the Contract. Shop Drawings shall not be used to order products' fabrication or delivery for construction or installation unless submitted to and favorably reviewed by the ENGINEER. Acceptance by the ENGINEER of any drawings, method of work, or any information regarding materials and equipment the CONTRACTOR proposes to furnish shall not relieve the CONTRACTOR of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Design ENGINEER or the CITY, or any officer or employee thereof, and the CONTRACTOR shall have no recourse against the CITY under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the ENGINEER has no objection to the CONTRACTOR using, upon its own full responsibility, the plan or method of work proposed or furnishing the materials and equipment proposed.

6.15 CONTINUING THE WORK

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the CITY. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. CONTRACTOR warrants and guarantees that all WORK will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR represents that the WORK performed pursuant to the Contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the Contract Documents. The CONTRACTOR warrants all equipment, material, products, and workmanship furnished and all work performed under the Contract against defects for a period of one (1) year after final acceptance regardless of whether the same were furnished or performed by the CONTRACTOR or by any of its subcontractors or suppliers of any tier.
- B. The CONTRACTOR shall make, at its own expense, all repairs and/or replacements necessitated by defects in the equipment, materials, and/or products and in the workmanship provided by the CONTRACTOR or any of its subcontractors that become evident within the warranty period.

- C. Upon receipt of written notice from the CITY of any breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced by the CONTRACTOR and the CONTRACTOR shall perform such tests as the CITY may require to verify that such redesign, repair, and replacement comply with the requirements of the Contract. The CITY shall have the right to operate and use such equipment, materials, and/or products until they can, without damage to the CITY, be taken out of service for correction or replacement by the CONTRACTOR. As to the redesigned, repaired, or replaced work, the CONTRACTOR warrants such redesigned, repaired, or replaced work against defective design, equipment, materials, products, and workmanship for a period of one (1) year from and after the date of satisfactory completion of such redesigned, repaired, or replaced work. The CITY reserves the right to require that the CONTRACTOR performs such repair or replacement work.
- D. The CITY also reserves the right to make such repairs or replacements, if, within seven (7) calendar days after the mailing of a notice in writing to the CONTRACTOR and Surety, the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements and that Surety within seven (7) calendar days after mailing of a notice in writing of such negligence of the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements itself, provided, however, that in the case of an emergency where in the opinion of the CITY delay would cause hazard to health or serious loss or damage, repair may be made without notice being sent to the CONTRACTOR or Surety, and the CONTRACTOR shall pay the cost thereof.
- E. All costs including workforce and materials incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as the result of a breach of warranty shall be borne by the CONTRACTOR whether performed by the CITY or the CONTRACTOR.
- F. Nothing in this section shall be construed to limit, relieve, or release the CONTRACTOR, subcontractor's, and equipment, materials, and/or products suppliers, and other service providers' liability to the CITY for damages sustained as the result of latent defects in the workmanship, equipment, materials, and/or products done and/or furnished by the CONTRACTOR, its subcontractors, suppliers and/or other service providers.
- G. The Performance Bond shall extend for a period of one (1) year after acceptance of the Contract by the CITY and shall cover the CONTRACTOR's obligations resulting from the warranty requirements herein specified.
- H. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers, or other individual or entity for whom CONTRACTOR is responsible;
 2. Normal wear and tear under normal usage.
- I. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:
1. Observations by ENGINEER;
 2. Recommendation by ENGINEER or payment by CITY of any progress or final payment;
 3. The issuance of a Certificate of Completion by the CITY;
 4. Use or occupancy of the WORK or any part thereof by the CITY;
 5. Any acceptance by CITY or any failure to do so;
 6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by ENGINEER pursuant to Paragraph 14.7 B.;
 7. Any inspection, test, or approval by others; or
 8. Any correction of Defective Work by CITY.

6.17 INDEMNIFICATION

- A. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or

agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

6.18 CONTRACTOR'S DAILY REPORTS

- A. The CONTRACTOR shall complete a daily report indicating location worked, total manpower for each construction trade, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the WORK. These components will be decided by the ENGINEER.

6.19 CONTRACT DOCUMENTS AND RECORD DRAWINGS

- A. The CONTRACTOR shall keep on the work site a copy of the Contract Documents and shall at all times give the ENGINEER access thereto. Any drawings included in the Specifications shall be regarded as part thereto and of the Contract. Anything mentioned in these Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The ENGINEER will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the CONTRACTOR's guidance. It shall be the duty of the CONTRACTOR to see that the provisions of the Contract Documents are complied with in detail irrespective of the inspection given the work during its progress by the ENGINEER. Any failure on the part of the CONTRACTOR to observe the requirements contained in the Contract Documents will be sufficient cause for the rejection of the work at any time before its acceptance.
- B. The CONTRACTOR shall maintain, at the jobsite, one record set of Drawings in good order and clearly marked to show any deviations which have been made from the Drawings, including concealed construction and utility features which are revealed during the course of construction. Marked prints shall be updated at least once each week and shall be available to the ENGINEER for review as to

currency prior to developing partial payment estimates. Upon completion of the work, the marked set of prints shall be delivered to the ENGINEER.

- C. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the Record Drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- D. Requests for partial payments will not be approved if the updated set of Drawings is not in good order or is not kept current. Request for final payment will not be approved until the complete and correct Record Drawings are delivered to the ENGINEER.

6.20 CLEAN UP

The CONTRACTOR shall, at all times, keep the premises, occupied by it in relation to this Contract, in a neat, clean, and safe condition and at all times provide reasonable access thereto. The CONTRACTOR shall, as a minimum, conduct daily inspections to verify that requirements of this Article are being met.

- A. During the progress of the WORK, the CONTRACTOR shall:
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of material.
 - 2. Provide adequate storage of all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the environment.
 - 3. Remove any accumulation of scrap, debris, waste material, and other items not required for construction of this work.
 - 4. Dispose of existing materials and equipment to be demolished and removed and all trash such as broken concrete, wood blocking, shipping containers, etc., resulting from the contract work off the premises occupied by the CONTRACTOR, including CITY property, at the CONTRACTOR's expense. CITY-leased dumpsters and other disposal containers on CITY's property, unless specifically provided by the CONTRACTOR, shall not be used by the CONTRACTOR.
 - 5. Maintain all excavation, embankments, haul roads, permanent access roads, Plant site, waste disposal areas, borrow areas, and all other work areas within contract work limits free from dust, as determined by the

ENGINEER. Industry-accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment, or similar methods, will be permitted. No separate payment will be made to the CONTRACTOR for dust control.

- B. If the CONTRACTOR fails to comply with any of the foregoing, the CITY will transmit written notification of noncompliance. If, within five (5) calendar days of the written notification, the CONTRACTOR fails to comply, cleanup may be undertaken by the CITY at the expense of the CONTRACTOR.
- C. Upon completion of any portion of any WORK, the CONTRACTOR shall promptly remove all of its equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any WORK and before final inspection is made, the CONTRACTOR shall unless otherwise specifically directed by the ENGINEER:
 - 1. Remove from the job site all plant, buildings, tools, surplus materials, equipment, forms, rubbish, scrap, debris, and waste.
 - 2. Clean all paved areas on the site. Completely remove all resultant debris.
 - 3. Visually inspect all interior surfaces, and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only approved cleaning materials and equipment.
 - 4. Restore any improved area used for the CONTRACTOR's work or material storage to its condition at the time the CONTRACTOR moved onto the site or to the satisfaction of the ENGINEER.
 - 5. Schedule final cleaning and improvement restoration to enable the CITY to accept a completely clean and restored project.

6.21 STORM WATER POLLUTION PREVENTION

A. General

- 1. Prevention - The CONTRACTOR shall prevent the pollution of storm drain systems and creeks on or near the construction project site(s) resulting from the construction operation. The CONTRACTOR shall keep pollution out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The CONTRACTOR shall train all employees and subcontractors on the storm water pollution prevention

requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in subsection A.3. below. The CONTRACTOR shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

2. Notification - If the CONTRACTOR causes or permits the spillage or overflow of any sewage, oil, or petroleum product, hazardous substance, contaminant, or waste that may result in the fluid or substance being discharged directly or indirectly into any storm drains, creeks, wetlands, or other manmade or natural waterways the CONTRACTOR shall notify the CITY as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one hour after knowledge of the occurrence.
3. Cleanup - Immediately upon gaining knowledge of such spillage, overflow, or discharge, the CONTRACTOR shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The CONTRACTOR shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination shall be performed and completed to the satisfaction of the various regulatory agencies involved and the CITY, at the expense of the CONTRACTOR. Any fines, penalties, and/or subsequent actions imposed upon the CITY and/or the CONTRACTOR by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the CONTRACTOR. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area - The CONTRACTOR shall propose designated areas of the project site, for approval by the ENGINEER, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material - The CONTRACTOR shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the

CONTRACTOR may be required to cover such material with a tarpaulin and to surround the material with sand bags.

3. Street Sweeping - At least once per week or more frequently as directed by the ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
4. Disposal - At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the CONTRACTOR's yard in stockpiles or placed in dumpsters. The CONTRACTOR shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The CONTRACTOR shall not discharge water from cleaning dumpsters on site. The CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage - The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze in accordance with all applicable state and federal regulations. The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents which could result in potential management of collected rain water as a hazardous waste. The CONTRACTOR shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on site.
2. Usage - When rain is forecast within 24 hours or during wet weather, the CONTRACTOR shall refrain from applying chemicals in outside areas. The CONTRACTOR shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The CONTRACTOR shall post warning signs in areas treated with chemicals.
3. Disposal - The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The CONTRACTOR shall dispose of hazardous waste in accordance with all applicable local, state and federal regulations. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The CONTRACTOR shall

report any hazardous materials spill to the CITY in accordance with Section A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General - The CONTRACTOR shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

The CONTRACTOR shall comply with federal, state, and city requirements for aboveground storage tanks.

2. Cleaning - The CONTRACTOR shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling - The CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and provide for confined clean-up. Examples are working in bermed areas or utilizing drip pans. The CONTRACTOR shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section C.3 above.

E. Dewatering Operations

1. Sediment Control - The CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system. Straw bales shall be placed in front of storm drain inlets as required. Filtration of the water following the control measure may be required on a case-by-case basis. Approval of the control measure shall be obtained in advance from the ENGINEER. If the ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement above may be waived.
2. Contaminated Groundwater - If the project is within an area of known groundwater contamination or if contamination is found, water from

dewatering operations shall be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, it may be discharged to a storm drain or creek. Otherwise, the water shall be hauled off site for proper disposal.

F. Paving or Oiling Operations

1. When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from paving or oiling the street. The ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, straw bale, and sand bag, to divert runoff or trap and filter sediment.
2. The CONTRACTOR shall prevent saw-cut slurry from entering catch basins and storm drains by limiting the area over which the slurry may spread.
3. The CONTRACTOR shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
4. The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. The CONTRACTOR shall either collect the sand and return it to the stockpile or dispose of it in a trash container.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout - The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The CONTRACTOR shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the CONTRACTOR shall collect the wash water and remove it off site.
2. Exposed Aggregate Concrete Wash Water - The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the CONTRACTOR shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The CONTRACTOR shall collect sweepings from exposed aggregate concrete for disposal.

H. Paint Disposal and Clean-up

1. Disposal of Unused Paint - The CONTRACTOR shall carefully use, store and dispose of paint, solvents, chemicals, and waste materials in compliance with all applicable state and federal regulations. The CONTRACTOR shall not dispose of paint to sanitary sewer systems or storm drains. The CONTRACTOR shall utilize other recycling and disposal services as follows:
 - a. "Recycling Centers" and "Waste Disposals" as may be listed in the yellow pages.
 - b. Local household hazardous waste facility if appropriate.

The CONTRACTOR may dispose of small amounts of leftover latex (water-based) paint by applying the paint to the surface of an item to be discarded and allowing it to dry thoroughly, then disposing of it in a dumpster.

The CONTRACTOR shall store these materials and conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills. The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.

2. Disposal of Paint Clean-up Waste - The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
 - a. The CONTRACTOR shall not discharge cleaning wastes from oil-based paints, buckets, brushes or tools to the sanitary sewer system. The CONTRACTOR shall retain a certified waste hauler to recycle or to dispose of cleaning wastes from oil-based paints at the CONTRACTOR's expense.
 - b. The CONTRACTOR may discharge very small amounts of cleaning wastes from brushes, rollers, buckets, and tools contaminated with latex (water-based) paints to the sanitary sewer system provided they do not contain additives with pollutants of concern (e.g., mercury, tributyltin). Brushes, rollers, and tools containing latex paints may be washed over a sink with plenty of water. Buckets containing latex paints shall first be emptied into the original can or discarded as specified in paragraph 1 above. Should excessive amounts of paint or solvent be found in the wastewater discharged, the CONTRACTOR may be subject to

enforcement action by the CITY in accordance with the City Codes.

- c. The CONTRACTOR shall not discharge any of these paint clean-up wastes to storm drains, streets, gutters, or creeks.
 - d. Waste Disposal - The CONTRACTOR shall dispose of waste thinner, solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section C.3 above. The CONTRACTOR shall dispose of excess thinners, solvents, and oil-and water-based paint as hazardous waste.
- I. Contaminated Soil - If the project is within an area of known soil contamination or evidence of soil contamination is found, the CONTRACTOR shall comply with the requirements of all applicable local, state and federal regulations.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE

- A. The CITY may perform other work related to the Project at the Site by the CITY's own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each person who is performing the other work (including the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will not only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon such other work by another, the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION

- A. If the CITY contracts with others for the performance of other work at the Site, CITY will have sole authority and responsibility in respect of such coordination, unless otherwise provided in the Supplementary General Conditions.

ARTICLE 8 – CITY’S RESPONSIBILITIES

8.1 COMMUNICATIONS

- A. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the CITY will issue all its communications to the CONTRACTOR through the ENGINEER.

8.2 PAYMENTS

- A. The CITY will make payments to the CONTRACTOR as provided in Article 14.

8.3 LANDS, EASEMENTS, AND SURVEYS

- A. The CITY’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.6.

8.4 REPORTS AND DRAWINGS

- A. The CITY will identify and make available to the CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2.

8.5 CHANGE ORDERS

- A. The CITY will execute Change Orders as indicated in Article 10.

8.6 INSPECTIONS AND TESTS

- A. The CITY’S responsibility for inspections and tests is set forth in Paragraph 13.3.

8.7 SUSPENSION OF WORK

- A. The CITY’s right to stop work or suspend work is set forth in Paragraphs 13.4 and 15.1.

8.8 TERMINATION OF AGREEMENT

- A. The CITY's right to terminate services of the CONTRACTOR is set forth in Paragraphs 15.2 and 15.3.

8.9 LIMITATION ON CITY'S RESPONSIBILITIES

- A. The CITY shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. CITY will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

8.10 UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. CITY's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Paragraph 4.5.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.1 CITY’S REPRESENTATIVE

- A. The ENGINEER will be the CITY’S representative during the construction period. The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications, the proposal and the contract documents therefor; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR; and all questions as to claim and compensation.

9.2 OBSERVATIONS ON THE SITE

- A. The ENGINEER will make observations on the Site during construction to monitor the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. The ENGINEER will not be required to make exhaustive or continuous inspections to check the quality or quantity of the WORK.

9.3 PROJECT REPRESENTATION

- A. The ENGINEER may furnish a Resident Project Representative to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be as provided in the Supplementary General Conditions.

9.4 CLARIFICATIONS

- A. The ENGINEER will issue with reasonable promptness such written Clarifications of the requirements of the Contract Documents as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

- A. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the Contract Times. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Times, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK

- A. The ENGINEER will have authority to reject Defective Work and will also have authority to require special inspection or testing of the WORK as provided in Article 13.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals.
- B. The ENGINEER's responsibilities for Change Orders are set forth in Articles 10, 11, and 12.
- C. The ENGINEER's responsibilities for Applications for payment are set forth in Article 14.

9.8 DECISIONS ON DISPUTES

- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK and interpretation of the requirements of the Contract Document pertaining to the performance of the work shall be determined by the ENGINEER. Any claims in respect to changes in the Contract Price or Contract Times shall be resolved in accordance with the requirements set forth in Articles 10, 11, and 12.

9.9 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority

to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.

- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 – CHANGES IN THE WORK

10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the CITY may at any time or from time to time, order additions, deletions, or revisions in the WORK. Such additions, deletions or revisions will be authorized by a Change Order or Field Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed to implement the additions, deletions, or revisions in the WORK in accordance with the applicable conditions of the Contract Documents.
- B. The CONTRACTOR shall not be entitled to an increase in the contract Price nor an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3.F and G.
- C. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. Changes in the WORK which are ordered by the CITY pursuant to Paragraph 10.1 A.;
 - 2. Changes required because of acceptance of Defective Work under Paragraph 13.6; and
 - 3. Changes in the Contract Price or Contract Times which are agreed to by the parties under Articles 11 and/or 12, respectively.
- D. If notice of any change in the WORK is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the WORK affects the Contract Price, the CITY may require an

adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.

- E. If the CITY and CONTRACTOR agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the WORK pending the issuance of a Change Order.
- F. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the WORK, and the CONTRACTOR may make a claim as provided in Articles 11 and 12.

10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in the quantity of any bid item under a unit price contract, the total amount of work actually done or materials or equipment furnished will be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25 percent of the estimated quantity of any unit price bid item of the WORK.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon by the CITY and the CONTRACTOR by Change Order.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR FOR PERFORMING THE work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4; or
 3. On the basis of the cost of work (determined as provided in Paragraph 11.3) plus the CONTRACTOR's overhead and profit (determined as provided in Paragraph 11.4).
- C. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and shall state the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after the start of such event (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of such event. All claims for adjustment in the Contract Price will be determined by the ENGINEER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1 C.

11.2 COSTS RELATING TO WEATHER

- A. The CONTRACTOR shall have no claims against the CITY for damages for any injury to work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment, and work, the CONTRACTOR may be granted a reasonable extension of Contract Times to make proper repairs, renewals, and replacements of the work, materials, or equipment.

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. **General:** The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.
- B. **Labor:** The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is

done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Nondirect labor costs including superintendence shall be considered part of the markup set out in Paragraph 11.4.

- C. **Materials:** Materials must be specifically authorized by the ENGINEER. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. All trade discounts and rebaters shall accrue to the CITY, and the CONTRACTOR shall make provisions so that they may be obtained;
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Except for actual costs incurred in the handling of such materials, markup will not be allowed;
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and
 4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim will be allowed by the CONTRACTOR for costs and profit on such materials.
- D. **Equipment:** The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates." Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the above-

referenced publication, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate. Payment for equipment shall be subject to the following:

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used;
2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number;
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;
4. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

E. **Equipment Rental Time:** The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the Site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the work Site will be computed subject to the following:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation;
2. When daily rates are listed, any part of a day less than 4 hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and

materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs 3, 4, and 5, following;

3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3 D., herein;
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein accordance with the provisions of Paragraph 11.3 B., herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. **Special Services:** Special work or services are defined as that work characterized by extraordinary complexity, sophistication, innovation, or a combination of the foregoing attributes which are unique to the construction industry. The ENGINEER will make estimates for payment for special services and may consider the following:

1. When the ENGINEER and the CONTRACTOR, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs;
2. When the CONTRACTOR is required to perform work necessitating special fabrication or matching process in a fabrication or a machine shop facility away from the Site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization; and
3. All invoices for special services will be adjusted by deducting all trade discounts. In lieu of the allowances for overhead and profit specified in

Paragraph 11.4, herein, an allowance of 15 percent will be added to invoices for special services.

- G. **Sureties;** All work performed hereunder shall be subject to all provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the CITY for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S OVERHEAD AND PROFIT

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. No additional mark-ups and/or surcharges will be added to the cost. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Overhead and Profit Allowance

Labor.....	20 percent
Materials	15 percent
Equipment....	15 percent

To the sum of the costs and markups provided for in this Article, an additional 2 percent of the sum will be added as compensation for Bonds and insurance.

- B. It is understood that labor, materials, and equipment for extra work may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS

- A. The term "cost of the work" shall not include any of the following:
 - 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and

contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Site or in CONTRACTOR's principal or a branch office for general administration of the WORK all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit;

2. Non-direct labor costs, including superintendence, shall be considered part of the markup for overhead and profit, and no additional payment will be allowed for such;
3. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site;
4. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments;
5. Cost of premiums for all Bonds and for all insurance whether or no CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as provided by Paragraph 11.4 above);
6. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damages to property; and
7. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Paragraph 11.4.

11.6 CONTRACTOR'S EXTRA WORK REPORT

- A. In order to be paid for extra work, the CONTRACTOR must submit a daily extra work report on the form furnished by the ENGINEER. The form must be completely filled out based on the provisions of Paragraphs 11.3 through 11.5 and signed by the CONTRACTOR and ENGINEER at the end of each work day. Failure to complete the form and obtain appropriate signatures by the next working day after the extra work of the previous day was completed will result in CONTRACTOR's costs for extra work being disallowed.

ARTICLE 12 – CHANGE OF CONTRACT TIMES

12.1 GENERAL

- A. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after the start of such event (unless the ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the ENGINEER. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Paragraph 12.1 A. An increase in Contract Times does not mean that the CONTRACTOR is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. When CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the WORK due to such delay, if a claim is made therefor as provided in Paragraph 12.1.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY; acts or neglect of those performing other work as contemplated by Article 7; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier shall be deemed to be delays within the control of the CONTRACTOR.
- D. In no event will CITY be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out of or resulting from the following:
1. Delays caused by or within the control of CONTRACTOR; or
 2. Delays beyond the control of both CITY and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER

- A. The CONTRACTOR's construction schedule shall anticipate delay due to unusually severe weather. The number of days of anticipated delay is set forth in the Supplementary General Conditions.
- B. Contract Times may be extended by the ENGINEER because of delays in excess of the anticipated delay. The CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing and request an extension of Contract Times. The ENGINEER will ascertain the facts and the extent of the delay and extend the Contract Times when, in its judgment, the findings of the fact justify such an extension.

ARTICLE 13 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTIVE WORK

- A. Prompt notice of Defective Work known to the ENGINEER will be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

13.2 ACCESS TO WORK

- A. ENGINEER and other representatives and personnel of CITY, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.3 INSPECTIONS AND TESTS

- A. The CONTRACTOR shall give the ENGINEER not less than 24 hours notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. The CITY shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspection, tests, or approvals covered by Paragraphs 13.3C. and 13.3D. below;

2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.3G. shall be paid as provided in said Paragraph 13.3G.; and
 3. As otherwise provided in the Contract Documents.
- C. If Laws and Regulations of any public body having jurisdiction require any WORK (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the ENGINEER the required certificates of inspection or approval.
- D. The CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the ENGINEER's acceptance of materials or equipment to be incorporated in the WORK or acceptance of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. Such inspections, tests, or approvals shall be performed by organizations acceptable to the ENGINEER.
- E. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in any Supplementary General Conditions, the cost of such inspection and testing will be borne by the CITY. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- F. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER not less than 24 hours notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- G. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

- H. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is Defective Work, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be Defective Work, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- I. No acceptance of equipment, materials, or work shall be construed to result from such inspections by the ENGINEER. Any inspections or tests or waivers thereof shall not relieve the CONTRACTOR of its responsibility for meeting the requirement of the Contract.

13.4 CITY MAY STOP THE WORK

- A. If Defective Work is identified, the ENGINEER may order the CONTRACTOR to stop performance of the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the ENGINEER to stop the WORK shall not give rise to any duty on the part of the ENGINEER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. If required by the ENGINEER, the CONTRACTOR shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the ENGINEER, remove it from the Site and replace it with non-defective WORK. The CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of Defective Work, the CITY prefers to accept the Defective Work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY's evaluation of and determination to accept such Defective Work. If

any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

13.7 CITY MAY CORRECT DEFECTIVE WORK

- A. If the CONTRACTOR fails within a reasonable time after written notice from the ENGINEER to correct Defective Work, or to remove and replace Defective Work as required by the ENGINEER in accordance with Paragraph 13.5A., or if the CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to the CONTRACTOR, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this paragraph, the CITY shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the Site, take possession of all or part of the WORK, and suspend the CONTRACTOR's services related thereto and incorporate in the WORK all materials and equipment for which the CITY has paid the CONTRACTOR whether stored at the Site or elsewhere. The CONTRACTOR shall provide the CITY and its ENGINEER, access to the Site to enable CITY to exercise the rights and remedies under this paragraph.
- C. All direct, indirect, and consequential cost and damages incurred by the CITY in exercising the rights and remedies under this paragraph will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the CITY may make a claim therefor as provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work and all direct, indirect, and consequential damages associated therewith.
- D. The CONTRACTOR shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the WORK attributable to the exercise by CITY of CITY's rights and remedies under this paragraph.

13.8 CORRECTION PERIOD

- A. The correction period for Defective Work shall be the longer of:
 - 1. One year after the date of final acceptance;

2. Such time as may be prescribed by Laws and Regulations;
 3. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or
 4. Such time as specified by any specific provision of the Contract Documents.
- B. If, during the correction period as defined in Paragraph 13.8A above, any work is found to be Defective Work, the CITY shall have the same remedies as set forth in Paragraphs 13.5, 13.6, and 3.7 above.
- C. Where Defective Work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

- A. The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and shall be incorporated into a form of “Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE

- A. Progress payments on account of unit price work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, the Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the CONTRACTOR total earnings to date; plus the value of materials stored at the Site which have not yet been incorporated in the WORK; and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for materials stored at the Site, but not yet incorporated in the WORK.

- C. The net payment due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Supplementary General Conditions and the total amount of all previous payments made to the CONTRACTOR.
- D. The value of materials stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in any Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the CITY.
- E. A ten percent (10%) retention of payment amount shall be held by the CITY from the amount of each Application for Payment.
- F. **OPTIONAL:** Partial payments for mobilization/demobilization costs shall be as follows:
 - 1. Thirty-five percent (35%) of the amount bid for mobilization/demobilization or 1.75 percent of the original Contract Price, whichever is less, shall be paid in each of the first two progress payments.
 - 2. The balance of the amount bid for mobilization/demobilization shall be paid upon completion of all WORK on the project.

14.4 CONTRACTOR'S WARRANTY OF TITLE

- A. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the CITY no later than the time of payment, free and clear of all Liens.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the CITY, or return the application to the CONTRACTOR indicating in writing the ENGINEER'S REASONS FOR REFUSING TO RECOMMEND PAYMENT. In the latter case, the CONTRACTOR may make

the necessary corrections and resubmit the application. If the ENGINEER still disagrees with a portion of the application, it will submit the application recommending the undisputed portion of the application to the CITY for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER'S recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B.) become due and when due will be paid by the CITY to the CONTRACTOR.

- B. The ENGINEER, in its discretion, may refuse to recommend the whole or any part of any payment. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CITY from loss because:
1. The work is Defective Work or the completed WORK has been damaged requiring correction or replacement.
 2. The Contract Price has been reduced by written amendment or Change Order.
 3. The CITY has been required to correct Defective Work or complete WORK in accordance with Paragraph 13.7.
 4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.1 through 15.4 inclusive.
 5. Third party claims filed or reasonable evidence indicating probable filing of such claims; or
 6. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment; or
 7. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum; or
 8. Failure of the Contractor to submit an acceptable construction schedule or failure to update the schedule; or
 9. Damage to the City or another contractor; or
 10. Reasonable evidence that the work will not be completed within the time provided for in the Contract; or

11. Contractor's failure or inability to obtain or maintain insurance coverage and bonds as required by the Contract throughout the course of the job; or
 12. Persistent failure to carry out the work in accordance with the Contract; or
 13. Failure to deliver copies of certified payrolls, as specified in Section 17.11, General Conditions.
 14. In addition, the City may deduct from any such payments due the Contractor any amounts the City may be currently or in the future authorized to retain pursuant to federal, state, or local laws or regulations, any amounts due the City from the Contractor, and any other amounts which the City is otherwise authorized to retain as specified in Special Provisions.
- C. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because:
1. Claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the WORK.
 2. Liens have been filed in connection with the WORK, except where CONTRACTOR has delivered a specific Bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.
 3. There are other items entitling CITY to set-off against the amount recommended, or
 4. CITY has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.5B. through 14.5C and 15.1 through 15.4 inclusive.

The CITY must give the CONTRACTOR immediate written notice stating the reasons for such action and promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by CITY and CONTRACTOR, when CONTRACTOR corrects to CITY's satisfaction the reasons for such action.

14.6 COMPLETION

- A. When the CONTRACTOR considers the WORK ready for its intended use, the CONTRACTOR shall notify the ENGINEER in writing that the WORK is complete. The CONTRACTOR shall attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER considers the WORK complete, the ENGINEER

will prepare and execute and deliver for City Council approval and recordation the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of completion.

14.7 PARTIAL UTILIZATION

- A. The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the ENGINEER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of Partial Utilization, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the CITY prior to completion of the WORK.

14.8 FINAL APPLICATION FOR PAYMENT

- A. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.6 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements), and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the WORK.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt

of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the application to the CITY for payment.

- B. After acceptance of the WORK by the City Council, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable;
 2. Amounts withheld by CITY under Paragraph 14.5B. and C. which have not been released; and
 3. In accordance with Section 17.6, one-and-one-half times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the ENGINEER as required by the Contract Documents, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.
- C. Prior to final payment by the CITY, the CONTRACTOR must provide the CITY a fully-executed Conditional Waiver and Release Upon Final Payment in accordance with California Civil Code Section 3262.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY CITY

- A. The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt of a notice of resumption of work. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if the CONTRACTOR makes an approval claim therefor as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY ENGINEER FOR DEFAULT

- A. In the event of default by the CONTRACTOR, the ENGINEER may give seven days written notice to the CONTRACTOR and the CONTRACTOR's surety of CITY's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the CONTRACTOR whenever CONTRACTOR shall:
1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
 2. Disregard or violate the Laws or Regulations of any public body having jurisdiction;
 3. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
 4. Disregard or violate provisions of the Contract Documents or ENGINEER's instructions;
 5. Fail to prosecute the WORK according to the approved progress schedule;
 6. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents;
 7. Disregard the authority of the ENGINEER; or
 8. Assign or subcontract any part of the work without the ENGINEER's consent.
- B. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the ENGINEER may then issue the notice of termination.

- C. In the event the Agreement is terminated in accordance with Paragraph 15.2A., herein, the CITY may take possession of the WORK and may complete the WORK by whatever method or means the CITY may select. The cost of completing the WORK will be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY CITY FOR CONVENIENCE

- A. Upon seven days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy of the CITY, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):
 - 1. For completed and acceptable WORK executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such WORK;
 - 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted WORK, plus fair and reasonable sums or overhead and profit on such expenses;
 - 3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. For reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR

- A. The CONTRACTOR may terminate the Agreement upon 14 days written notice to the ENGINEER whenever:
 - 1. The WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the

Agreement has not been received from the ENGINEER within this time period; or

2. The CITY should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the ENGINEER by the CONTRACTOR of a request therefor, unless within said 14-day period the CITY shall have remedied the condition upon which the payment delay was based.
- B. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 – GENERAL TERMS

16.1 GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 TITLE TO MATERIALS FOUND ON THE WORK

- A. The CITY reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

16.3 RIGHT TO AUDIT

- A. If the CONTRACTOR submits a claim to the ENGINEER for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discovery and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plant or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses

all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the ENGINEER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the ENGINEER.

16.4 SURVIVAL OF OBLIGATIONS

- A. All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the WORK or termination or completion of the Agreement.

16.5 CONTROLLING LAW

- A. This Agreement is to be governed by the law of the state in which the Project is located.

16.6 SEVERABILITY

- A. If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

16.7 WAIVER

- A. The waiver by the CITY of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the CITY which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

ARTICLE 17 – CALIFORNIA STATE REQUIREMENTS

17.1 STATE WAGE DETERMINATIONS

- A. As required by Section 1770 and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages available file at the office of the City Clerk, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.
- B. In accordance with Section 1775 of the California Labor Code, the CONTRACTOR shall, as a penalty to the CITY, forfeit not more than **\$200.00** for each calendar day or portion thereof, for each worker paid less than the prevailing 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 him or her or by any subcontractor under him or her.

17.2 WORKERS' COMPENSATION

- A. In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to its employees.
- B. Prior to beginning work under the Contract, the CONTRACTOR shall sign and file with the ENGINEER the following certification:

“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.”
- C. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the CITY, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers’ compensation.

17.3 APPRENTICES ON PUBLIC WORKS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1777.5 of the California Labor Code relating to employment of apprentices on public works.

17.4 WORKING HOURS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

17.5 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

- A. As provided in Section 7105 of the California Public Contract Code, the CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the WORK which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the WORK damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the CITY. The CONTRACTOR shall obtain insurance to indemnify the CITY for any damage to the WORK caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the WORK. For purposes of this Section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

17.6 NOTICE OF COMPLETION

- A. In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the WORK BY THE City Council the ENGINEER will file, in the County Recorder's office, a Notice of Completion of the WORK.

17.7 UNPAID CLAIMS

- A. If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the CITY a stop notice as provided in Sections 3179 and 3210 of the California Civil Code, the CITY shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the CONTRACTOR under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the ENGINEER shall, in its discretion, permit CONTRACTOR to file with the ENGINEER the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.

17.8 RETAINAGE FROM MONTHLY PAYMENTS

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to insure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. Alternatively, the CONTRACTOR may request and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided in Section 22300 of the Public Contract Code securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the CONTRACTOR.
- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

17.9 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

- A. In accordance with Section 7103.5 of the California Public Contract Code, the CONTRACTOR and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

17.10 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS

- A. In accordance with Section 1776 of the California Labor Code the CONTRACTOR and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- B. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request as well as submitted electronically online to the Department of Industrial Relations Labor Commissioner: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the

CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.
- E. The CONTRACTOR shall inform the ENGINEER of the location of the records including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.
- F. The CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

17.11 CULTURAL RESOURCES

- A. The CONTRACTOR's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under Section 01560 - Temporary Environmental Controls, of the General Requirements.

17.12 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

- A. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the CONTRACTOR shall submit for acceptance by the ENGINEER, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or

other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the CITY or any of its officers, agents, representatives, or employees.

- B. Excavation shall not start until the CONTRACTOR has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

17.13 CONCRETE FORMS, FALSEWORK, AND SHORING

- A. The CONTRACTOR shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the CONTRACTOR shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents.

17.14 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions with the provisions of Section 4215 of the California Government Code, the CITY shall assume the responsibility 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 CITY in the plans and specifications made a part of the invitation for bids. The CITY will compensate 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.
- B. 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.

- C. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.
- D. If the CONTRACTOR while performing the Contract discovers utility facilities not identified by the public agency in the Contract Documents it shall immediately notify the public agency and utility in writing.
- E. The public utility, where they are the owner, shall have the sole discretion to perform such repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

17.15 CONTRACTOR LICENSE REQUIREMENTS

- A. In accordance with Section 7028.15 of the California Business and Professions Code:
- B. It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - 1. The person is particularly exempted from this chapter.
 - 2. The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or any local agency project governed by Section 20103.5 of the Public Contract Code.
- C. If a person has previously been convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contract work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- D. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purpose of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- E. This section shall not apply to a joint venture license, as required by Section 7029.1 of the California Business and Professions Code. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

- F. This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- G. Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 and 7028.13 inclusive of the California Business and Professions Code. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.
- H. Any compliance or noncompliance with subdivision (G) of this paragraph shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- I. A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For the purposes of this section, a telephone response by the board shall be deemed sufficient.

17.16 DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS; INVESTIGATIONS; CHANGE ORDERS; EFFECT ON CONTRACT

- A. If this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the following shall apply:
 - 1. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER in writing, of any:
 - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- 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.
- d. The ENGINEER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work shall issue a change order the procedures described in the Contract.
- e. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or 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.

17.17 RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT

- A. In accordance with Section 7107 of the Public Contract Code with respects to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:
 - 1. The retention proceeds withheld from any payment by the CITY from the original CONTRACTOR, or by the original CONTRACTOR from any subcontractor, shall be subject to this paragraph 17.18.
 - 2. Within 60 days after the date of completion of the WORK, including any punch-list WORK, the retention withheld by the CITY shall be released. In the event of a dispute between the ENGINEER and the original CONTRACTOR, the CITY may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For the purposes of this paragraph, "completion" means any of the following:
 - a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or

commissioning, by the CITY, accompanied by cessation of labor on the work of improvement.

- b. The acceptance by the City Council of the work of improvement.
 - c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the CONTRACTOR.
 - d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the ENGINEER files for record a notice of cessation or a notice of completion.
3. Subject to subparagraph 17.18 A.4, within 10 days from the time that all or any portion of the retention proceeds are received by the original CONTRACTOR, the original CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
 4. The original CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
 5. In the event that retention payments are not made within the time periods required by this paragraph 17.18, the CITY or original CONTRACTOR shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
 6. Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

17.18 TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS

- A. If the CITY fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, the CITY shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- B. Upon receipt of a payment request, the ENGINEER shall act in accordance with both of the following:
 - 1. Each payment request shall be reviewed by the ENGINEER as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2. 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 seven 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.
- C. The number of days available to the CITY to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the CITY exceeds the seven-day requirement set forth above.
- D. For purposes of this paragraph:
 - 1. A “progress payment” includes all payments due the CONTRACTOR, except that portion of the final payment designated by the contract as retention earnings.
 - 2. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payments is not delayed due to an audit inquiry by the financial officer of the CITY.

17.19 PREFERENCE FOR MATERIAL

- A. In accordance with Section 3400 of the California Public Contract Code, the CONTRACTOR will be provided a period prior to award of the contract for submission of data substantiating a request for a substitution of “as equal” item.

17.20 RESOLUTION OF CONSTRUCTION CLAIMS

- A. In accordance with Section 20104 et Seq. of the California Public Contract Code. This paragraph applies to all claims of \$375,000 or less which arise between the CONTRACTOR and the CITY under this Contract for:
1. A time extension;
 2. Payment of money or damages arising from work done by or on behalf of, the CONTRACTOR pursuant to this CONTRACT and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to; or
 3. An amount the payment of which is disputed by the ENGINEER.
- B. For any claim set out in Paragraphs A.1, 2, or 3 above, the following requirements apply:
1. The claim shall be in writing and include the documents necessary to substantiate the claim and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

The claim must include an actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, resequencing or acceleration. A notice of POTENTIAL CLAIM shall be submitted in advance of the performance of any work, regardless of type, in which the CONTRACTOR may claim an additional cost. CONTRACTOR shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

2. For claims of less than fifty thousand dollars (\$50,000), the ENGINEER shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

The ENGINEER's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 15 days after receipt of further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the ENGINEER shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

The ENGINEER's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

4. If the CONTRACTOR disputes the ENGINEER's written response, or the ENGINEER fails to respond within the time prescribed, the CONTRACTOR may notify the ENGINEER, in writing, either within 15 days of receipt of the ENGINEER's response or within 15 days of the ENGINEER's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the ENGINEER shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

C. The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of Article 1.5 of Chapter 1 of Part 3 of Division 2 of the California Public Contract Code shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure) any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the trial de novo .

3. The CITY shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
4. In any suit filed under Section 20104.4 of the California Public Contract Code, the CITY shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF GENERAL CONDITIONS

file name:

SECTION III
SPECIAL PROVISION

SECTION III.

SPECIAL PROVISIONS

- 3-1. DESCRIPTION OF WORK – The project will provide repair of the UV treatment channel concrete walls which have become rough and pitted. The work consists of constructing, furnishing, installing, testing, and restarting the use of the channels for recycled water treatment. This includes concrete repair and protective coating of channels No. 1, 2, and 3; protection of existing facilities during concrete surface preparation, concrete repair, and coating; epoxy crack injection, as needed. A detailed description of the work is provided herein.
- 3-2. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS – If the CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts in the Contract, he/she shall immediately inform the ENGINEER in writing. The ENGINEER will promptly resolve such matters by issuing addenda or change orders. Failure or delay to act on the part of the ENGINEER shall not constitute a waiver of any right afforded the CITY or the ENGINEER by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the CONTRACTOR prior to authorization by the CITY shall be at the CONTRACTOR'S risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a change order or an addendum, if required. Addenda and change orders bearing the most recent date shall prevail over addenda or change orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

- 1) Change Orders/Addenda (most recent in time takes precedence)
- 2) Agreement and Bond Forms
- 3) Special Provisions
- 4) Drawings
- 5) Technical Specifications
- 6) Standard Specifications (Current Caltrans Standard Specifications)
- 7) General Conditions
- 8) Instructions to Bidders
- 9) CONTRACTOR'S Bid (Bid Form)
- 10) Notice Inviting Bids
- 11) Permits from other agencies as may be required by law.

3-3. COOPERATION – The Ellis Creek Water Recycling Facility is in active and continuous use. CONTRACTOR shall coordinate with operations staff to ensure that timing of changes in the treatment system operations occur with adequate notice and minimized disruption.

3-4. ORDER OF WORK – The CONTRACTOR shall submit a work plan to the City for review and shall identify proposed order of work to maximize efficiency of construction, minimize impact to the facility and maintain safety.

3-5. PROJECT AND CONSTRUCTION AREA SIGNS – Project sign and construction area signs shall be furnished, installed, maintained, and removed when no longer required in

Two (2) project signs with a dimension of 4’ to 8’ wide and 3’ to 5’ tall plywood bolted to an A-frame barricade shall be furnished and installed. The sign information shall be as per Proposition 1 IRWM Implementation Grand Projects Signage Guidance.

The signs shall be approved prior to fabrication and posted as directed by the Engineer.

Construction area signs will be installed prior to start of construction and maintained in place for the duration of the project by the CONTRACTOR. When installed, the signs shall not extend beyond the street curb alignment into the travel way. Signs shall be repaired or replaced at no cost to the City of Petaluma, if damaged or stolen. The CONTRACTOR shall remove the signs and posts at the completion of the project and with prior approval of the ENGINEER.

All costs involved in purchasing and installing construction area and project signs shall be considered as included in the line item 1.E of the bid schedule.

3-6. PROGRESS SCHEDULE - The CONTRACTOR shall submit a schedule which includes all major tasks and milestones to the City of Petaluma, Public Works and Utilities Department for review **at least** ten (10) working days prior to start of work.

After beginning of work, updated schedules shall be submitted. No progress payments will be processed without accepted updated schedules.

Payment for the original schedule and updated, weekly schedules shall be considered to be included in the various items of work and no additional compensation will be allowed therefore.

3-7. SUPERINTENDENCE - The CONTRACTOR shall designate in writing and submit to the Project Engineer two (2) working days before starting work, an authorized representative who shall have the authority to represent and act for the CONTRACTOR for the duration of the contract. Any change in the designation shall require prior approval of the ENGINEER.

When the CONTRACTOR is comprised of two (2) or more persons, firms, partnerships or corporations functioning on a joint venture basis, said CONTRACTOR shall designate

in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the CONTRACTOR.

Said authorized representative shall be present at the site of work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the ENGINEER shall be made for any emergency work, which may be required.

If work is in progress and the authorized representative is not on site, the City reserves the right to stop the work at no cost to the City.

Once the work begins, the Superintendent shall keep the ENGINEER informed of the CONTRACTOR's daily schedule. The ENGINEER shall have at least twenty-four (24) hour advance notice of all work, on a daily basis, including SUBCONTRACTOR's work. If the CONTRACTOR fails to notify the ENGINEER, the ENGINEER reserves the right to stop the work at no cost to the City.

In the case of urgency or emergency where the CONTRACTOR's authorized representative is not present on any particular part of the work and where the ENGINEER wishes to give notification or direction, it will be given to and be obeyed by the superintendent or foreperson who may have charge of the particular work or it will be given to and be obeyed by any worker in the area should the superintendent or foreperson not be immediately available.

All costs involved in superintendence shall be included in the contract prices paid for various items of work and no additional payment will be allowed therefore.

- 3-8. SAFETY REQUIREMENT - The CONTRACTOR shall comply with all CAL/OSHA safety requirements. It shall be the CONTRACTOR's sole responsibility for making sure these safety requirements are met and the CONTRACTOR shall fully assume all liabilities for any damages and/or injuries resulting from his or her failure to comply with the safety requirements. Failure on the City's part to stop unsafe practices shall, in no way, relieve the CONTRACTOR of his/her responsibility.

The CONTRACTOR shall first call City of Petaluma Emergency Center at 911, from a regular telephone, and (707) 762-2727 or from a cellular phone (707) 762-4545, if any gas lines or electrical power lines are broken or damaged.

- 3-9. PROJECT APPEARANCE – The CONTRACTOR shall maintain a neat appearance to the work area.

When practicable, debris developed during construction shall be disposed of concurrently with its removal. Stockpiling on the street shall not be allowed. The CONTRACTOR shall apply for a “stockpiling” permit from the City’s Community Development Department prior to stockpiling more than fifty (50) cubic yards of materials on private property. The CONTRACTOR shall solely be responsible for securing staging and/or stockpiling areas.

The CONTRACTOR shall provide dust control as often as required during the construction, and shall clean the roads/streets with street sweepers at least once a day at the end of each working day or more often if safety or appearance conditions warrant. Failure to maintain dust control, street cleaning and/or any required work specified in this section shall result in the City performing the work with other forces and back charge the CONTRACTOR for the costs.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

- 3-10. RESPONSIBILITY FOR DAMAGE - The CONTRACTOR shall indemnify, hold harmless, release and defend the City of Petaluma, its officers, officials, employees and agents from and against any and all liabilities, claims, demands, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the activities of the CONTRACTOR, his/her subcontractors, employees and agents, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY, its employees or agents. The CITY may retain so much of the money due the CONTRACTOR as shall be considered necessary, until disposition has been made of claims or suits for damages as aforesaid.
- 3-11. GUARANTEE OF WORK - Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the City or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR's attention is directed to Article 5, "Bonds and Insurance", of the General Conditions.
- 3-12. NOTICE TO PROCEED, BEGINNING OF WORK, CONTRACT TIME, TIME OF COMPLETION, AND LIQUIDATED DAMAGES – Article 2.3, "Commencement of Contract Times; Notice To Proceed" of the General Conditions is amended to read:

The CONTRACTOR shall begin work within ten (10) working days from the date of Notice To Proceed (NTP) and shall diligently prosecute the same to completion before the expiration of total allocated working days as specified in the Construction Agreement and/or Invitation to Bid, from the date of starting work. The CONTRACTOR shall complete all of the work directed by the ENGINEER in all parts and requirements within the time set forth. A working day is defined in these specifications.

The CONTRACTOR is on notice that it may take approximately eight (8) weeks from the bid opening to obtain the City Council's award of the contract, to process the construction agreement, and to issue the Notice to Proceed.

The CONTRACTOR shall pay to the City of Petaluma the sum of \$1,500 per day for each and every *calendar day's* delay in finishing the work in excess of the number of days prescribed above (and/or in excess of the number of days prescribed for any scheduled operations or works described in the Special Provisions).

A working day is defined as any day, except as follows:

- a. Saturdays, Sundays, and legal holidays
- b. Days on which the CONTRACTOR is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the ENGINEER, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the CONTRACTOR prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the CONTRACTOR does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the CONTRACTOR will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom shall be made by the ENGINEER. The CONTRACTOR will be allowed 10 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the CONTRACTOR differs from the ENGINEER; otherwise, the decision of the ENGINEER shall be deemed to have been accepted by the CONTRACTOR as correct. The ENGINEER will furnish the CONTRACTOR a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract, and the number of working days remaining to complete the contract and any time extensions thereof.

3-13. HOURS OF WORK

Weekdays – Weekdays (Monday through Friday) hours shall be from 7:00 a.m. to 5:00 p.m. for all required work except those hours approved by the City of Petaluma or specified in “Order of Work” Section of these special provisions. Work hours for County of Sonoma and Caltrans right of way shall be governed by their respective permit conditions.

Night Hours – Other than emergency work, there will be no night hours allowed on this project.

Liquidated Damages in the sum of Fifteen Hundred Dollars (\$1,500) per day will be assessed against the CONTRACTOR if he fails to comply with any of the daily conditions or operations such as maintaining erosion control facilities, job site/street cleanliness and daily cleanup and traffic control and flagging, as described in the General Conditions, these Special Provisions, and the Technical Specifications.

If the CONTRACTOR closes a street or sidewalk without prior notice and approval of the ENGINEER within 24 hours, the associated operation will be shutdown at the CONTRACTOR’s expense.

Holidays - Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, March 31st, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, December 24th and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday. The Contractor shall not work on the legal holidays unless approved in writing by the Engineer.

3-14. RECORD ("AS-BUILT") DRAWINGS – The CONTRACTOR shall furnish Record Drawings of the complete project and procure from the Director of Public Works a full sized set of Contract Drawings. Construction drawings shall be on the construction site at all times while the work is in progress. Drawings shall show approved substitutions, if any, of material including manufacturer's name and catalog number. The Drawings shall be to scale and all indications shall be neat and legible. All information noted on the CONTRACTOR's job-site print shall be transferred to the Record Drawings by CONTRACTOR and all indications shall be recorded in a neat, legible and orderly way. The Record Drawings shall be signed by the CONTRACTOR and turned over to the Director of Public Works before the final acceptance of the project. If the CONTRACTOR fails to provide the City with an acceptable “Record Drawings”, the City shall deduct \$2,000 from the amount due CONTRACTOR.

3-15. NOTICE OF POTENTIAL CLAIM - If for any reason the CONTRACTOR deems that additional compensation is due him/her for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The CONTRACTOR shall give the ENGINEER a written Notice of Potential Claim for such additional compensation before work begins on the items on which the claim is based. The notice shall set forth the reasons for which the

CONTRACTOR believes additional compensation will or may be due and the nature of the costs involved. The CONTRACTOR shall afford the ENGINEER every opportunity and facility for keeping records of the actual cost of the work. The CONTRACTOR shall keep records of the disputed work in accordance with Contract General Conditions, Section 11.3, "Cost of Work (Based on Time and Materials)."

If such notification is not given or the ENGINEER is not afforded proper opportunity by the CONTRACTOR for keeping strict account of actual cost as required, then the CONTRACTOR hereby agrees to waive any claim for such additional compensation. Such notice by the CONTRACTOR and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the CONTRACTOR shall, within 10 calendar days, submit his/her written claim to the ENGINEER who will present it to the City for consideration in accordance with local laws or ordinances. The CONTRACTOR is directed to Section 17.20 "Resolution of Construction Claims" of the General Conditions.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the CONTRACTOR's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

Nothing in this subsection shall be construed as a waiver of the CONTRACTOR's right to dispute final payment based on differences in in-place quantity measurements or computations of unit priced pay items.

3-16. PAYMENT FOR MATERIALS ON HAND - At the discretion of the ENGINEER, partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications. Such delivered costs of stored or stockpile materials may be included in the next partial payment after the following conditions are met:

1. The material has been stored or stockpiled and protected at the sole expense of the CONTRACTOR at a location acceptable to the City and in a manner acceptable to the ENGINEER.
2. The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
3. The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.

4. The CONTRACTOR has furnished the City legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
5. The CONTRACTOR has furnished the City evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
6. The CONTRACTOR shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

It is understood and agreed that the transfer of title and the City's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications. In no case will the amount of partial payments for materials on hand exceed 70% of the contract price for the contract items in which the material is intended to be used.

- 3-17. ACCESS TO DRIVEWAYS – All accesses for facility operations shall be maintained at all times. The Contractor shall coordinate with facility operations staff as needed.
- 3-18. ARCHAEOLOGICAL MONITORING – In the event that archaeological materials are found during construction, CONTRACTOR shall notify the ENGINEER immediately and shall temporarily cease work in the area until a determination or investigation of the site can be made by a qualified archaeologist. Archaeologist services shall be provided by the City at no cost to the CONTRACTOR.
- 3-19. STORM WATER MANAGEMENT, AND SEDIMENT AND EROSION CONTROL – CONTRACTOR shall prepare storm water management, and sediment and erosion control measures for implementation and shall maintain these measures during the construction period as required by the Regional Water Quality Control Board (RWQCB) permit.

If the area to be disturbed by construction activities is more than one acre, the CONTRACTOR shall be required to file a Notice of Intention (NOI), pay the fee, prepare the SWPPP, BMP, etc. as required by RWQCB permit.

The CONTRACTOR shall comply with all Federal, State and local regulations and ordinances governing storm water pollution prevention.

All costs involved for completing all work described in this section shall be considered to be included in the contract price paid for line item 1.E. and no additional compensation shall be allowed therefore.

- 3-20. ITEM INCREASES AND DECREASES -

Increased or Decreased Quantities

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of that item of work with the ENGINEER's Estimate therefor.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefore by 25 percent or less for increases and 25 percent or less for decreases, payment will be made for the quantity of work of the item performed at the contract unit price.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefor by more than 25 percent for increases and 25 percent for decreases, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the CONTRACTOR will be determined in accordance with the following sections.

Increases of More Than 25 Percent

Should the total pay quantity of any item of work required under the contract exceed the ENGINEER's Estimate therefore by more than 25 percent, the work in excess of 125 percent of the estimate and not covered by an executed contract change order specifying the compensation to be paid therefor will be paid for by adjusting the contract unit price based upon a force account analysis.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to the item of work include fixed costs, the fixed costs will be deemed to have been recovered by the CONTRACTOR by the payments made for 125 percent of the ENGINEER's Estimate of the quantity for the item, and in computing the actual unit cost, the fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the ENGINEER's Estimate is less than \$5,000 at the applicable contract unit price, the ENGINEER reserves the right to make no adjustment in the contract unit price if the ENGINEER so elects, except that an adjustment will be made if requested in writing by the CONTRACTOR.

Decreases of More Than 25 Percent

Should the total pay quantity of any item of work required under the contract be less than 25 percent of the ENGINEER's Estimate therefore, an adjustment in compensation pursuant to this Section will not be made unless the CONTRACTOR so requests in writing. If the CONTRACTOR so requests, the quantity of the item performed, unless covered by an executed contract change order specifying the compensation payable therefor, will be paid for by adjusting the contract unit price based upon a force account analysis. In no case shall the payment for that work be less than that which would be made at the contract unit price.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. The actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis; or the adjustment will be as agreed to by the CONTRACTOR and the ENGINEER.

The payment for the total pay quantity of the item of work will in no case exceed the payment which would be made for the performance of 25 percent of the ENGINEER's Estimate of the quantity for the item at the original contract unit price.

- 3-21. WAGE RATES - The General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.2. The CONTRACTOR can download this information from the web site: <http://www.dir.ca.gov/dlsr/PWD/>

The most current prevailing wage rates available at the time of bid opening shall be used.

SECTION IV
TECHNICAL SPECIFICATIONS

UV CHANNEL COATING PROJECT

CITY PROJECT NUMBER C66401416

Volume 1 of 2

TECHNICAL SPECIFICATIONS

CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA

Department of Public Works and Utilities
202 N. McDowell Blvd., Petaluma, CA 94954
Phone: (707) 778-4546 Fax: (707) 778-4508

Questions concerning interpretation of improvement plans, special provisions,
contract documents and bid items shall be directed to:

City of Petaluma - Public Works and Utilities
Attention: JOSH MINSHALL

APRIL 2022



4/14/2022

CITY OF PETALUMA

UV CHANNEL COATING PROJECT

VOLUME 1 OF 2

DIVISION 01 – GENERAL REQUIREMENTS

SECTION NO.	TITLE	
01110	SUMMARY OF WORK	
01116	CONTRACT DOCUMENT LANGUAGE	SEE GENERAL CONDITIONS Information provided in these sections are intended for use only when the provisions of the General Conditions do not specify with enough clarity
01140	WORK RESTRICTIONS	
01201	PAYMENT PROCEDURES	
01260	CONTRACT MODIFICATION PROCEDURES	
01294	APPLICATION FOR PAYMENT	
01312	PROJECT MEETINGS	
01324B	PROGRESS SCHEDULES AND REPORTS – SMALL PROJECTS	
01329	SAFETY PLAN	
01330	SUBMITTAL PROCEDURES	
01410	REGULATORY REQUIREMENTS	
01450	QUALITY CONTROL	
01770	CLOSEOUT PROCEDURES	
01783	WARRANTIES AND BONDS	

DIVISION 02 - SITE CONSTRUCTION – NOT USED

DIVISION 03 - CONCRETE

SECTION NO.	TITLE
03925	CONCRETE REPAIR AND COATING
03931	EPOXY INJECTION SYSTEM

DIVISION 05 – METALS – NOT USED
DIVISION 08 – DOORS AND WINDOWS – NOT USED
DIVISION 09 – FINISHES - NOT USED
DIVISION 10 – SPECIALTIES – NOT USED
DIVISION 11 – EQUIPMENT – NOT USED
DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED
DIVISION 15 – MECHANICAL – NOT USED
DIVISION 16 – ELECTRICAL – NOT USED
DIVISION 17 - INSTRUMENTATION AND CONTROLS – NOT USED

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Identification and summary description of the Project, the Work, location, activities by others, coordination, and early occupancy by Owner.
- B. The City of Petaluma, Ellis Creek Water Recycling Facility provides wastewater treatment for the City of Petaluma. The facility was built in 2005 to 2009, and was commissioned in 2009. The tertiary treatment portion of the facility produces Title 22 recycled water for use in agricultural and landscape irrigation. The ultraviolet light (UV) disinfection system uses UV light to disinfection the effluent before use. The plant operation and maintenance staff have repeatedly pressure washed the UV facility concrete channel to maintain a clean channel, with little or no solids or bacterial contamination. They pressure washing frequency has increased over time as the concrete surface has become pitted and allowed bacteria and solids to adhere to the channel walls and floor. This project will provide repair of the channel concrete walls and a new coating to allow for better maintenance with less bacterial and solids deposition on the UV channels.

1.02 THE WORK

- A. The Work consists of construction, furnishing, installing, testing, and starting up the following major components and appurtenances to construct a complete and operable project as specified in these Contract Documents.
 - 1. General:
 - a. Mobilization and demobilization.
 - b. Sheeting, shoring, bracing, or equivalent methods for protection of life and limb in trenches and open excavation.
 - 2. Area 08 - UV Disinfection:
 - a. Removal of existing UV modules in Channel Nos. 1 and 2, by OWNER, one channel at a time as specified in Section 01140.
 - b. Concrete repair and coating of channels No. 1, 2, and 3 as shown on the drawings and specified in Section 03925.
 - c. Protection of existing facilities during concrete surface preparation, concrete repair, and coating. Protection shall include means to contain blast and coating overspray.
 - d. Epoxy crack injection, as needed, based on two floor to deck cracks, one each channel, 1 and 2.
- B. Except as specifically noted otherwise, provide and pay for:
 - 1. Insurance and bonds.
 - 2. Labor, materials, and equipment.
 - 3. Tools, equipment, and machinery required for construction.
 - 4. Utilities required for construction.
 - 5. Temporary facilities including sheeting and shoring.

6. Other facilities and services necessary for proper execution and completion of the Work.
- C. Secure and pay for all permits including OSHA excavation permits, Department of Transportation permits, government fees, and licenses.
- D. Comply with codes, ordinances, regulations, orders, and other legal requirements of public authorities having bearing on the performance of the Work.

1.03 LOCATION OF PROJECT

- A. The Work is located at the Ellis Creek Water Recycling Facility, 3890 Cypress Drive, Petaluma, CA 94954.

1.04 OWNER ASSIGNED SUBCONTRACTORS

- A. Assignment of subcontractors by Owner is not anticipated.

1.05 ACTIVITIES BY OTHERS

- A. Owner, utilities, and others may perform activities within Project area while the Work is in progress:
 1. Schedule the Work with Owner, utilities, and others to minimize mutual interference.
- B. Activities by others which may affect performance of work include:
 1. Normal daily operation of the wastewater treatment plant by Owner.
- C. Cooperate with others to minimize interference and delays:
 1. When cooperation fails, submit recommendations and perform Work in coordination with work of others.
- D. When the Work depends upon proper execution or results upon work performed by others, inspect and promptly report apparent discrepancies or defects in work performed by others:
 1. Assume responsibility for work performed by others, except for defects reported as specified in this paragraph and defects which may become apparent in work performed by others after execution of the Work.

1.06 PARTIAL USE OR OCCUPANCY

- A. Substantial Completion on the following portions of Work for Owner's occupancy including specified testing, training of Owner's personnel, and other preparations necessary for Owner's occupancy or use:
 1. Not Used.

1.07 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01116

CONTRACT DOCUMENT LANGUAGE

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Explanation of arrangement, language, reference standards and format.

1.02 REFERENCES

- A. Construction Specifications Institute (CSI):
 1. MasterFormat™.
 2. SectionFormat™.
 3. PageFormat™.

1.03 PROJECT MANUAL ARRANGEMENT

- A. Document and Section numbers used in Project Manual, and Project Manual arrangement are in accordance with CSI MasterFormat™, except where departures have been deemed necessary.
- B. Sections are written in CSI SectionFormat™, Three-Part Section Format, except where departures have been deemed necessary.
- C. Page format for Sections in the Project Manual is in PageFormat™, except where departures have been deemed necessary.

1.04 CONTRACT DOCUMENT LANGUAGE

- A. Specification Section Paragraphs entitled "Section Includes" summarize briefly what is generally included in the section:
 1. Requirements of Contract Documents are not limited by "Section Includes" paragraphs.
- B. Specifications have been partially streamlined by intentionally omitting words and phrases, such as "the Contractor shall," "in conformity therewith," "shall be" following "as indicated," "a," "an," "the" and "all."
 1. Assume missing portions by inference.
- C. Phrase "by Engineer" modifies words such as "accepted," "directed," "selected," "inspected," and "permitted," when they are unmodified.
- D. Phrase "to Engineer" modifies words such as "submit," "report," and "satisfactory," when they are unmodified.

- E. Colons (:) are used to introduce a list of particulars, an appositive, an amplification, or an illustrative quotation:
 - 1. When used as an appositive after designation of product, colons are used in place of words "shall be."
- F. Word "provide" means to manufacture, fabricate, deliver, furnish, install, complete, assemble, erect in place, test, render ready for use or operation, including necessary related material, labor, appurtenances, services, and incidentals.
- G. Words "Contractor shall" are implied when direction is stated in imperative mood.
- H. Term "products" includes materials and equipment as specified in Section 01600 - Product Requirements.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01140
WORK RESTRICTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements for sequencing and scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and plant operations.

1.02 SUBMITTALS

- A. Baseline Schedule with Method of Procedure (MOP) tasks.
- B. MOP Form.
- C. MOP Log.
- D. Progress Schedule with MOP tasks.

1.03 GENERAL CONSTRAINTS ON SEQUENCE AND SCHEDULING OF WORK

- A. The Ellis Creek Water Recycling Facility is the City of Petaluma's only means of treating domestic and industrial wastewater prior to discharging to the Petaluma River. Impairing the operational capabilities of this treatment plant will result in serious environmental damage and monetary fines.
- B. Conduct Work in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater to the water quality limitations specified in the discharge permit.
- C. The status of the treatment plant shall be defined as "operational" when it is capable of treating the entire quantity of wastewater received to the water quality limits specified in the discharge permit.
- D. Work sequence and constraints:
 - 1. Utilize description of critical events in work sequence in this Section as a guideline for scheduling and undertaking the Work.
 - 2. Work sequence and constraints presented do not include all items affecting completion of the Work, but are intended to describe critical events necessary to minimize disruption of the existing facilities and to ensure compliance with National Pollutant Discharge Elimination System permit requirements.

1.04 SHUTDOWN AND CONSTRUCTION CONSTRAINTS

- A. General shutdown constraints:
 - 1. Execute the Work while the existing facility is in operation.
 - 2. Some activities may be accomplished without a shutdown.

3. Apply to activities of construction regardless of process or work area.
 4. Activities that disrupt plant or utilities operations must comply with these shutdown constraints.
 5. Organize work to be completed in a minimum number of shutdowns.
 6. Provide thorough advanced planning, including having required equipment, materials, and labor on hand at time of shutdown.
 7. Where required to minimize treatment process interruptions while complying with specified sequencing constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.
 8. Final determination of the permitting of shutdowns will be the sole judgment of the Owner.
 9. Owner maintains the ability to abort on the day of the scheduled shutdown.
- B. General maximum plant flow work limitations:
1. Activities that disrupt plant operations are prohibited during the following flow conditions, unless otherwise approved in writing by the Engineer.
 - a. Recycled Water flow condition: flows greater than 2.5 mgd.
- C. Unit process availability work limitations:
1. Shutdowns and tie-ins or other activities that disrupt plant operations are prohibited unless the following unit process availability conditions exist and unless otherwise approved in writing by the Engineer.
 2. At a minimum, the following facilities must be in service in order to proceed with a scheduled shutdown:
 - a. Headworks facility.
 - b. The secondary treatment process including the oxidation ditches, secondary clarifiers, oxidation ponds, and associated piping, gates, valves, and appurtenances.
 - c. Electrical and SCADA equipment.
- D. Shutdown activities:
1. Scheduling:
 - a. Perform 8-hour maximum plant shutdowns during plant shift hours as directed by Owner.
 - b. A minimum of 1 day of plant operation will be required between sequential 8-hour plant shutdowns; longer durations between shutdowns may be required and is at the discretion of the Owner.
 - c. A 24-hour maximum plant shutdown may be allowed with approval by the Owner.
 2. Unplanned shutdowns due to emergencies are not defined in this Section.
- E. Dewatering of existing process and disposal of residue:
1. When the Owner has turned the process unit over to the Contractor for modification or temporary use, the Contractor is responsible for costs and procedures required to dewater and dispose of liquid, solids, etc. in the process unit:
 - a. Drainage and disposal of process unit liquids, solids, etc. into another treatment process unit on the plant site may be allowed if approved in advance by the Engineer and Owner, and is conducted in accordance with Owner's requirements.

- b. Costs for dewatering, disposal of solids and residuals, and preparation of surfaces for the Work are Contractor's responsibility:
 - 1) Includes tipping fees for the removal and disposal of the grit/debris.
- c. Dewatering of grit/debris to meet landfill requirements is the responsibility of the Contractor.
- d. Contractor shall provide adequate time in schedules for draining and cleanup of basins and channels.

1.05 METHOD OF PROCEDURE (MOP)

- A. MOP Instructions: See Appendix A.
- B. Prepare MOP for the following conditions:
 - 1. Shutdowns, diversions, and tie-ins to the existing facility.
 - 2. Process start-up activities.
 - 3. Power interruption and tie-ins.
 - 4. Switch over between temporary and permanent facilities, equipment, piping, and electrical and instrumentation systems.
 - 5. Process constraints requiring interruption of operating processes or utilities.
- C. Other Work not specifically listed may require MOPs as determined necessary by the Contractor, Owner, or Engineer.
- D. Submit Baseline Schedule, with proposed MOPs.
- E. Submit MOP Log at construction progress meetings.
- F. No consideration will be given to claims of additional time and cost associated to preparing MOPs required by the Owner and Engineer to complete this work in a manner that facilitates proper operation of the facility and compliance with effluent discharge criteria.
- G. Where required to minimize treatment process interruptions while complying with specified sequencing constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.

1.06 COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

- A. The existing facility is operating under the terms of a National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board, San Francisco Bay Region. This permit specifies the water quality limits that the plant must meet prior to discharge of effluent. A copy of the existing permit is on file for review at the City's Water Recycling Facility.
- B. Perform work in a manner that will not prevent the existing facility from achieving the finished water quality requirements established by regulations.
- C. Bear the cost of penalties imposed on the Owner for discharge violations caused by actions of the Contractor.

1.07 REQUIREMENTS FOR OPERATION OF PLANT AND MAINTAINING CONTINUOUS OPERATION OF EXISTING FACILITIES

- A. Facilities or conditions required to keep the existing plant operational include, but are not limited to, the following:
 - 1. Electrical power including transformers, distribution wiring, and motor control centers.
 - 2. Piping and pumping for conveyance of wastewater, sludge, chemicals and utilities between treatment units.
 - 3. Chemical storage, metering, conveyance, and control facilities:
 - a. Continuous addition of chemicals is required during plant operations.
 - 4. Plant water.
 - 5. Laboratory facilities.
 - 6. Office, toilets, and washrooms.
 - 7. Fencing and gates.
 - 8. Lighting.
 - 9. Heating, ventilation, and air conditioning.
 - 10. Instrumentation, meters, controls, and telemetry equipment.
 - 11. Safety equipment and features.
 - 12. Parking for City employees and vehicles required for operation and maintenance of the Ellis Creek Water Recycling Facility.
 - 13. Telephone system.
 - 14. Storm drainage.
 - 15. Natural gas service.
- B. Conduct the Work and provide temporary facilities required to keep the existing plant continuously operational.
- C. Do not remove or demolish existing facilities required to keep the existing plant operational at the capacities specified until the existing facilities are replaced by temporary, new, or upgraded facilities or equipment:
 - 1. Test replacement facilities to demonstrate operational success prior to removing or demolishing existing facilities.
- D. This Work shall be bid, scheduled, and constructed in such a manner as to result in the least possible disruption to the operations and staff of the treatment facility. Disruptions or interference to one portion of the treatment process will also affect other processes since they are typically interrelated and dependent upon one another. Disruptions include, but are not limited to:
 - 1. Removing from service, restricting, or impeding the function of utility or potable water systems serving any portion of the plant facilities.
 - 2. Delaying or denying access to any plant structure or area needed by plant staff to complete their work assignments.

1.08 OPERATIONS AND MAINTENANCE ACCESS

- A. Provide safe, continuous access to process control equipment for plant operations personnel.
- B. Provide access on 1-hour advance notice to process control equipment for plant maintenance personnel and associated maintenance equipment.

- C. For all operating equipment, reserve a minimum of 3-foot unencumbered workspace around equipment:
 - 1. Areas reserved for operations and maintenance access for all operating equipment shall be separated from CONTRACTOR'S working area with temporary orange plastic fencing or similar means.
 - 2. Storage of CONTRACTOR'S equipment or materials in access area is prohibited.
- D. On-site parking is available for CONTRACTOR only within staging area designated in Bid Documents.

1.09 UTILITIES

- A. Provide advance notice to and utilize services of Underground Services Alert (U.S.A.) for location and marking of underground utilities operated by utility agencies other than the Owner.
- B. Maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. Provide temporary utilities when necessary.
- C. New yard utilities were designed using existing facility drawings:
 - 1. Field verification of utilities locations was not performed during design.
 - 2. Services crossed or located nearby by new yard utilities may require relocation and possible shutdowns.
 - 3. Pipe alignments as indicated on the Drawings.

1.10 WORK SEQUENCE

- A. General:
 - 1. The Suggested Work Sequence and Constraints presented herein do not necessarily include all items affecting the completion of the Work but are intended to describe in general the critical events necessary to minimize disruptions of the existing facilities and to ensure compliance with the NPDES permit requirements. Utilize the description of critical events in the Work Sequence and Constraints in this Section as a guideline for scheduling and completing the Work. Additional Constraints may be imposed during the Work depending on Contractor's sequence of work.
 - 2. No more than one process, piping system, or electrical system may be removed from service at any one time, unless otherwise indicated by the OWNER.
 - 3. Any element not listed herein but requiring a shutdown shall have a maximum shutdown duration of 4 hours for planning purposes. Once these unforeseen shutdowns have been identified, confirm allowed shutdown durations with OWNER prior to starting the work.
 - 4. Unless noted otherwise or as determined by the ENGINEER, the term "Substantially Complete" referenced in this Section for any item shall be defined as when all structural, mechanical, HVAC, electrical, instrumentation, and other incidental Work necessary to render that item of Work complete and ready for operation by the OWNER at the OWNER's discretion.

B. Project Elements and Associated Work Sequence

1. Tertiary System:
 - a. Overall Constraints shall apply to the entire project. Specific constraint, as noted, shall apply to each process area.
 - b. Tertiary system is the sole means of fire protection for the Ellis Creek WRF.
 - c. Definitions:
 - 1) Recycled Water (RW) On-Season - May 1st – October 31st.
 - 2) Recycled Water (RW) Off-Season –November 1st – April 30th.
 - d. Construction Period:
 - 1) All aspects of the Recycled Water Tertiary System shall be fully operational no later than November 1, 2022.
 - 2) The contractor shall substantially complete all aspects of the project within 180 calendar days from issuance of Notice To Proceed.
 - e. Contractor shall coordinate outages with City for entire system and process areas listed below.
2. Staging Area and Employee Parking:
 - a. During construction, Contractor may utilize the existing graveled area located UV facility for staging and storage of equipment and materials.
3. UV Disinfection:
 - a. Schedule Limitations and Liquidated Damages:
 - 1) During the RW On-Season Contractor shall maintain full operation of at least one channels and the capacity to treat no less than 2.6 million gallons per day (mgd) through the UV system up until July 1. From July 1 to August 30, the contractor will not be able to remove channel 1 or 2 from service. Work may only proceed in Channel 3 during this time period.
 - 2) During the RW Off-Season the Contractor shall maintain full operation of at least 1 channel and the capacity to treat no less than 0.5 mgd.
 - b. Suggested Work Sequence:
 - 1) Complete concrete repair and coating in UV Channel No. 1 including:
 - a) City will shut down, isolate, and drain the channel contents as must as possible.
 - b) City will remove the UV modules from service and place the out of service units in Channel 3.
 - c) Complete removal of any remaining liquid or solids and dry existing UV Channel No. 1.
 - d) Provide protection for existing wireway, Low Pressure Air (LPA) piping and valves, and any other appurtenance located below or above deck level.
 - e) Inspect concrete surface with Owner's representative, and identify any defects that require repair, beyond the scope indicated in the Specifications and Drawings. Verify channel width using channel width template matching existing UV module size.
 - f) Complete concrete surface repair and coating surface preparation.
 - g) Complete coating application including quality control testing.
 - h) Allow channel coating to cure per Manufacturer's recommendations.

- i) Once channel is ready to be put back in service, the Contractor shall allow the City to move the existing UV modules back into the channel in a 2-day (48 hour maximum).
 - j) City shall inspect and sign off that Channel 1 is ready for service.
- 2) Complete concrete repair and coating in UV Channel No. 2 including:
- a) City will shut down, isolate, and drain channel contents as much as possible.
 - b) City will remove the UV modules from service and place the out of service units in Channel 3.
 - c) Complete removal of any remaining liquid or solids and dry the existing UV Channel No. 1.
 - d) Provide protection for existing wireway, Low Pressure Air (LPA) piping and valves, and any other appurtenance located below or above deck level.
 - e) Inspect concrete surface with Owner's representative, and identify any defects that require repair, beyond the scope indicated in the Specifications and Drawings.
 - f) Complete concrete surface repair and coating surface preparation.
 - g) Complete coating application including quality control testing.
 - h) Allow channel coating to cure per Manufacturer's recommendations.
 - i) Once channel is ready to be put back in service, the Contractor shall allow the City to move the existing UV modules back into the channel in a 2-day (48 hour maximum).
 - j) City shall inspect and sign off that Channel 1 is ready for service.
- 3) Complete concrete repair and coating in UV Channel No. 3 including:
- a) Channel No. 3 is normally offline and may be completed in the RW -On season. It may require the City to confirm channel is shut down and isolated, and if needed to drain channel content as much as possible.
 - b) Complete removal of any remaining liquid or solids and dry the existing UV Channel No. 1.
 - c) Inspect concrete surface with Owner's representative, and identify any defects that require repair, beyond the scope indicated in the Specifications and Drawings.
 - d) Complete concrete surface repair and coating surface preparation.
 - e) Complete coating application including quality control testing.
 - f) Allow channel coating to cure per Manufacturer's recommendations.
 - g) Once channel is ready to be put back in service, the Contractor shall allow the City to move the existing UV modules back into the channel in a 2-day (48 hour maximum).
- 4) Initial and Warranty channel coating inspection.
- a) Contractor shall arrange for coating inspection with City for each channel once each has been completed and certified as complete by the Contractor and Coating Supplier.

- b) Contractor shall arrange for coating inspection with City for each channel, 11 months after coating completion. Contractor shall allow 2-days for each channel, so the City can isolate, drain and clean prior to inspection.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

APPENDIX A
“Method of Procedure” (MOP)
Instructions and Forms

Definition and Purpose

“Method of Procedure” (MOP) is a detailed document submitted by the Contractor to request process shutdown(s), utility tie-in(s), work in areas that may risk unanticipated outages, or flow diversions to accommodate site construction activities during a project. Such activities may include (but are not limited to) new tie-ins to utilities or structures, mechanical modifications to process piping or equipment, demolition, bulkhead installation, and cleaning processes.

The MOP provides a detailed plan to the Owner and Engineer that describes specific aspects of the work including purpose, time of execution, and anticipated impacts on treatment processes. The MOP also includes contingency measures and provisions for rapid closure in the event that shutdown or work progress difficulties are encountered. Information from relevant trades associated with the requested shutdown, diversion, or tie-in is also included.

The Owner should use the information within the MOP to define operational procedures and methods to safely and successfully assist the Contractor.

MOP Process Summary

WHO	STEP	TIMING
Contractor	1. Identify MOPs needed on MOP Log and Baseline Schedule.	7 days prior to Preconstruction Scheduling Meeting
Contractor, Owner, Engineer	2. Pre-MOP Meeting.	More than 28 days prior to work
Contractor	3. Submits MOP.	No later than 28 days prior to work
Owner	4. Reviews MOP.	
Owner	5. MOP finalized.	7 days prior to work
Contractor	6. Complete Readiness Checklist.	5 days prior to work
Contractor	7. Complete Safety Checklist.	Just prior to commencing work
Contractor	8. Complete Work.	
Contractor	9. Update MOP Log and Progress Schedules.	Monthly

MOP Process Detail

STEP 1. Identifies MOPs needed on MOP Log and Baseline Schedule.

Contractor submits a preliminary list of anticipated project MOPs on MOP Log. MOPs identified but not limited to those shutdowns, diversions, or tie-ins described in the Contract Documents. Incorporate MOPs as tasks in Baseline Schedule. Date scheduled MOPs to coincide with the appropriate construction activities.

STEP 2. Pre-MOP Meeting.

Contractor requests a Pre-MOP Meeting with the Owner and Engineer to discuss the nature of the shutdown, diversion, or tie-in, and to gather the information necessary to complete the MOP Form. The pre-MOP meeting may be waived by the Owner or Engineer if the work is deemed to be minor.

STEP 3. Submits MOP.

Contractor completes the MOP Form and submit 3 copies for approval to the Owner's Project Manager (OPM).

STEP 4. Reviews MOP.

OPM distributes MOP Form for review by the Owner's Construction Coordinator, O&M Representative, and Engineer's Project Representative. Review MOP Form for completeness, accuracy, compliance with both the construction schedule, constraints defined in contract documents, and to ensure that the requested work does not negatively impact plant operations or other concurrent project activities. Additional information may be requested to better understand the nature of and method for completing the Work.

STEP 5. MOP finalized.

Once the MOP is agreed to by all parties, the MOP will be finalized by signature. Copies are distributed to the Owner, Engineer, and Contractor.

STEP 6. Complete Readiness Checklist.

Contractor verifies everything is ready for the work.

STEP 7. Complete Safety Checklist.

Contractor ensures safety.

STEP 8. Complete work.

Contractor complete work.

STEP 9. Update MOP Log and Progress Schedules.

Contractor updates MOP Log weekly and distributes at the regularly scheduled construction progress meetings.



METHOD OF PROCEDURE (MOP) FORM

Owner: _____ **Date:** _____
Contractor: _____ **Carollo Project No.:** _____
Project Name: _____ **Submittal No.:** _____
Submittal Title: _____ **Spec/Dwg. Reference:** _____

MOP #	Task Title (<i>Provide <10 word title</i>):	Submittal Date: (<i>No later than 28 days prior to work</i>)					
SCHEDULE OF WORK ACTIVITY START: (<i>Date/Time</i>)		END: (<i>Date/Time</i>)					
REQUESTOR:							
PRIMARY POINT OF CONTACT:			PHONE/PAGER:				
SECONDARY POINT OF CONTACT:			PHONE/PAGER:				
NOTIFY	<input type="checkbox"/>	Control Room, Phone	<input type="checkbox"/>	Security, Phone			
BUILDING:			LOCATION OF WORK FLOOR/LEVEL:				
DESCRIPTION OF WORK: (<i>Provide sufficient details on process isolation, work sequencing, and safety (i.e., control of significant hazards unique to the work) to demonstrate an understanding of the work and how it will be completed within the constraints, and its impact on the processes and facility.</i>)							
Task Summary: _____							
Processes Affected: _____							
Trades Affected: _____							
WORK PLAN:							
Work Sequencing: _____							
Process Isolation: _____							
Spill Prevention Plan: _____							
Contingency Plans: _____							
CRITICAL EQUIPMENT/TOOLS: (<i>pumps and discharge hoses with correct fittings, blind flanges and pipe plugs, no-hub fittings, properly sized electrical service components, generators, portable lighting, chlorine for potable water pipe breaks, etc.</i>)							
<input type="checkbox"/>	Acoustic Ceiling/or Walls Access	<input type="checkbox"/>	Excavation Permit	<input type="checkbox"/>	Lock Out/Tag Out		
<input type="checkbox"/>	Chemical Use Approval	<input type="checkbox"/>	Fire Sprinkler Impairment	<input type="checkbox"/>	Life Safety Systems		
<input type="checkbox"/>	Confined Space Permit	<input type="checkbox"/>	Flammable Materials	<input type="checkbox"/>	Roof Protocol		
<input type="checkbox"/>	Critical Lift Plan	<input type="checkbox"/>	Flush / Discharge	<input type="checkbox"/>	Work After Dark		
<input type="checkbox"/>	Energized Electrical Work	<input type="checkbox"/>	High Pressure Test	<input type="checkbox"/>			
<input type="checkbox"/>	Elect. Panel Schedules	<input type="checkbox"/>	Hot Work/Open Flame	<input type="checkbox"/>			
EXISTING SERVICE(S) AT RISK:							
<input type="checkbox"/>	Breathing Air	<input type="checkbox"/>	Elect Normal	<input type="checkbox"/>	Process Access	<input type="checkbox"/>	Telephones
<input type="checkbox"/>	Chemical Distribution	<input type="checkbox"/>	Fire Protection	<input type="checkbox"/>	Safety Showers	<input type="checkbox"/>	UPS
<input type="checkbox"/>	City Water	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	SCADA	<input type="checkbox"/>	VAX/DATA
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Inert Gas	<input type="checkbox"/>	Security	<input type="checkbox"/>	
<input type="checkbox"/>	Domestic Drain	<input type="checkbox"/>	Instrument - Air	<input type="checkbox"/>	Solvent Drain	<input type="checkbox"/>	
<input type="checkbox"/>	Elect-Bus Duct	<input type="checkbox"/>	Life Safety System	<input type="checkbox"/>	Specialty Gases	<input type="checkbox"/>	

<input type="checkbox"/>	Elect Emergency	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	Storm Drain	<input type="checkbox"/>	
REVIEWER'S INSTRUCTIONS / COMMENTS:							

<input type="checkbox"/>	PREJOB BRIEFING MUST BE COMPLETED PRIOR TO COMMENCING WORK:						
	Full Name (printed)	Signature	Phone	Date			
Submitted By							
System Owner							
Reviewer (if needed)							
Reviewer (if needed)							
Reviewer (if needed)							
Reviewer (if needed)							

READINESS CHECKLIST
(5 days prior to work)

Checklist provided as a guide but is not all inclusive.

1. Confirm all parts and materials are on site: _____
2. Review work plan: _____

3. Review contingency plan: _____

SAFETY CHECKLIST
(Just prior to commencing work)

Checklist provided as a guide but is not all inclusive.

1. Location awareness:
 - a. Emergency exits: _____
 - b. Emergency shower and eyewash: _____
 - c. Telephones and phone numbers: _____
 - d. Shut-off valve: _____
 - e. Electrical disconnects: _____
2. Inspect work area:
 - a. Take time to survey the area you are working in. Ensure that what you want to do will work. Do you have enough clearance? Is your footing secure? Do you have adequate lighting and ventilation? Are surrounding utilities out of the way for you to perform your work?
3. SDS (Safety Data Sheets):
 - a. Understand the chemicals and substances in the area you are working in by reading the SDS.
4. Lockout/Tagout Procedure:
 - a. Lockout/tagout energy sources before beginning work.
 - b. Make sure all valves associated with the work are locked out and tagged out on each side of the penetration.
 - c. Make sure the lines are depressurized.
5. Overhead work:
 - a. Use appropriate personal protective equipment; i.e., safety harness, lifeline, etc.
 - b. Select appropriate tie-off points; i.e., structurally adequate, not a pipe or conduit, etc.
 - c. Spotter assigned and in position.
 - d. Pipe rack access; i.e., check design capacity, protective decking or scaffolding in place, exposed valves or electrical switches identified and protected.
6. Safety equipment:
 - a. Shepherd's hook.
 - b. ARC flash protection.
 - c. Fire extinguisher.
 - d. Other: _____
7. Accidents:
 - a. Should accidents occur, do not shut off and do not attempt to correct the situation, unless you are absolutely positive that your action will correct the problem and not adversely affect other people or equipment.
8. Review process start-up documents:
 - a. In the event the system is shutdown, the Control Center should have a working knowledge of the process start-up procedures in order to deal effectively with unforeseen events.
9. Evacuation procedures:
 - a. Do not obstruct evacuation routes.
 - b. Take time to survey the area for evacuation routes.

Method of Procedure (MOP) Log
Sample

MOP Number	Task Title	Date Requested	Date Approved	Date Work Planned	Work Completed (yes/no)
001					
002					
003					

SECTION 01201
PAYMENT PROCEDURES

SEE GENERAL CONDITIONS

Information provided in this section is intended for use only when the provisions of Article 14 of the General Conditions do not specify with enough clarity

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Procedures for submitting applications for payment and means used as a basis for Progress Payments, including:
 - 1. Cost Summaries.
 - 2. Payment for Mobilization.
 - 3. Commissioning and Process Start-Up.
 - 4. Demobilization.

1.02 REFERENCES

- A. Occupational Safety and Health Administration (OSHA).

1.03 BASIS FOR PROGRESS PAYMENTS

- A. Base Application for Payment on the breakdown of costs for each scheduled activity in the Progress Schedule and the Percentage of Completion for each activity. Generate Application for Payment by downloading cost data from the Progress Schedule to a spreadsheet type format. Identify each activity on the Progress Schedule that has a cost associated with it, the cost of each activity, the estimated Percent Complete for each activity, and the Value of Work Completed for both the payment period and job to date.

1.04 PAYMENT REQUESTS

- A. Prepare progress payment requests on a monthly basis. Base requests on the breakdowns of costs for each scheduled activity and the percentage of completion for each activity.
- B. Indicate total dollar amount of work planned for every month of the project. Equate sum of monthly amounts to Lump Sum Contract Price.
- C. Generate Progress Payment request forms by downloading cost data from the schedule information to a spreadsheet type format. Identify each activity on the Progress Schedule that has a cost associated with it, the cost for each activity, the estimated percent complete for each activity, and the value of work completed for both the payment period and job to date.
- D. Provide information for labor rates, etc., as indicated on the template invoicing form from the CEC for all work related to CNG Fueling Station scope of work. This information is needed by the OWNER to obtain grant funding.
- E. Provide Summary of Cost Information.

1.05 COST SUMMARIES

- A. Prepare Summary of Cost Information for each Major Item of Work listed in the Schedule of Values. Identify the Value of Work Completed for both the payment period and job to date.
- B. Cash flow summary: Prepare cash flow summary, indicating total dollar amount of work planned for each month of the project. Equate sum of monthly amounts to Lump Sum contract price.

1.06 PAYMENT FOR MOBILIZATION

- A. Limit amounts included under mobilization to the following items:
 - 1. Moving on the site any equipment required for first month operations.
 - 2. Installing temporary construction power, wiring, and lighting facilities.
 - 3. Establishing fire protection plan and safety program.
 - 4. Developing construction water supply.
 - 5. Providing field office trailers for the Contractor and the Engineer, complete with all specified furnishings and utility services including telephones.
 - 6. Providing on-site sanitary facilities and potable water facilities as specified.
 - 7. Arranging for and erection of Contractor's work and storage yard, employee parking facilities, and entrance road.
 - 8. Submit all required insurance certificates and bonds.
 - 9. Obtaining all required permits, licenses, and fees.
 - 10. Submit preliminary schedule of values of the Work.
 - 11. Submit preliminary schedule and develop baseline schedule.
 - 12. Submit standardized traffic maintenance and control plans.
 - 13. Submit cash flow in tabular and graphical formats.
 - 14. Submit Contractor's quality control plan.
 - 15. Submit Schedule of Submittals.
 - 16. Submit pre-construction photographs and videos.
 - 17. Provide and erect the project sign.
 - 18. Post all OSHA, (state agency), Department of Labor, and all other required notices.
 - 19. Location and flagging of construction and clearing.
 - 20. Have Contractor's project manager and/or general superintendent on job site full-time.
- B. Furnish data and documentation to substantiate the amounts claimed under mobilization.
- C. Limit price for mobilization to no more than 5 percent of Contract Price.
- D. No payment for mobilization, or any part thereof, will be recommended until all mobilization items listed above have been completed.

1.07 PAYMENT FOR COMMISSIONING AND PROCESS START-UP

- A. Total Price for commissioning and process start-up shall not be less than 3 percent of Contract Price.

1.08 PAYMENT FOR DEMOBILIZATION

- A. Total Price for demobilization shall not be less than 3 percent of Contract Price.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01260

CONTRACT MODIFICATION PROCEDURES

SEE GENERAL CONDITIONS

Information provided in this section is intended for use only when the provisions of Article 10 of the General Conditions do not specify with enough clarity

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for executing a change in the Work.
- B. Related Sections:
 - 1. General Conditions – Articles 8, 9, 10, 11, and 12

1.02 PRELIMINARY REQUIREMENTS

- A. Change Order Cost Basis Summary Form:
 - 1. Submit a sample to Engineer for review within 15 calendar days following Notice to Proceed.
 - a. Items will be reviewed and their value, percentage, or calculation method mutually agreed to by the Contractor and Owner prior to executing a Change Order on the Project.
 - 2. Used by the Contractor for pricing each Change Order required for additions, deletions, or revisions in the Work.
 - 3. Include the following information:
 - a. Agreed upon markups, percentages, and procedures for calculating all surcharges, etc. associated with the Cost of the Change Order Work.
 - b. References for unit price information and special unit price information.
 - c. Attachments with the following information:
 - 1) Certified labor rates breakdown.
 - 2) Equipment rates.
 - 3) Bond and insurance rates (PI&I).

1.03 REQUEST FOR INFORMATION OR INTERPRETATION (RFI)

- A. Contractor may issue RFIs to request interpretation of the documents or to request for information that may be missing.
- B. General Instructions:
 - 1. Use RFI Form:
 - a. Use of a standardized contractor's RFI form is acceptable, if the form includes the information in the form provided in AIA document G716, at a minimum.
 - 2. Number RFIs consecutively:
 - a. Add a consecutive letter to the RFI number on modified submittals of the same RFI (i.e., RFI 4B).
 - 3. Provide RFI for 1 item:
 - a. There may be exceptions when multiple items are so functionally related that expediency indicates review of the group of items as a whole.
 - b. RFIs with multiple items will be rejected without review.

4. Contractor sign and date RFIs indicating review and approval:
 - a. Contractor's signature indicates that they have satisfied RFI review responsibilities and constitutes Contractor's written approval of RFI.
 - b. RFIs without Contractor's signature will be returned to the Contractor unreviewed. Subsequent submittal of this information will be counted as the first resubmittal.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted or initiate an amendment or supplement to the Contract within 21 days.
 1. In the event the Contractor identifies an RFI as critical to the progress of the project, Engineer will make every effort to reduce the RFI response time.

1.04 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a Request for Proposal (RFP) to Contractor including the following information:
 1. Detailed description of the Change, Products, and location of the change in the Project.
 2. Supplementary or revised drawings or specifications.
 3. Projected time span for making the change, and a specific statement if overtime work is authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, or to stop work in progress.
- B. Contractor may initiate changes by submitting a Change Proposal to Engineer containing the following:
 1. Description of proposed changes.
 2. Reason for making changes.
 3. Specific period of time during which requested price will be considered valid.
 4. Effect on Total Contract Cost and/or Contract Time.
 5. Documentation supporting any change in Total Contract Cost and/or Contract Time, as appropriate.

1.05 WORK CHANGE DIRECTIVE AUTHORIZATION

- A. In lieu of a Request for Proposal (RFP), Engineer may issue a Work Change Directive Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designation method of determining any change in the Contract Sum and/or the Contract Time, as appropriate.
- C. Owner and Engineer will sign and date the Work Change Directive Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Work Change Directive Authorization to indicate agreement with the terms.

1.06 DOCUMENTATION OF CHANGE PROPOSALS

- A. Change proposal:
 - 1. Support with sufficient substantiating data to allow Engineer to evaluate the quotation.
 - a. Lump sum.
 - b. Unit prices: Use previously established unit prices.
 - c. Time-and-material/force account basis:
 - 1) Name of the Owner's authorized agent who ordered the work, and date of the order.
 - 2) Dates and times work was performed, and by whom.
 - 3) Time record, summary of hours worked, and hourly rates paid.
 - 4) Receipts and invoices for:
 - a) Equipment used, listing dates and times of use.
 - b) Products used, listing of quantities.
 - c) Subcontracts.
 - 2. Provide additional data to support time and cost computations:
 - a. Labor required.
 - b. Equipment required.
 - c. Products required:
 - 1) Recommended source of purchase and unit cost.
 - 2) Quantities required.
 - d. Taxes, insurance, and bonds.
 - e. Credit for work deleted from Contract, similarly documented.
 - f. Overhead and profit.
 - g. Justification for change to Contract Time.

1.07 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

- A. Engineer will prepare each Change Order and Field Order.
- B. Change Orders:
 - 1. Will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
 - 2. Will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
 - 3. Recommendation of Change Proposal is indicated by Engineer's signature.
 - 4. Upon signature and execution by Owner, the Change Proposal becomes a Change Order altering the Contract Time and Total Contract Cost, as indicated.
 - a. Owner's Representative will transmit one signed copy each to Contractor and Engineer.
 - 5. Contractor may only request payment for changes in the Work against an approved Change Order.
 - 6. If either Engineer or Owner's Representative disapproves the Change Proposal, the reason for disapproval will be stated.
 - a. A request for a revised proposal or cancellation of the proposal will be shown.
- C. Field Orders:
 - 1. Order minor changes in the Work without changes in Contract Price or Contract Times.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Engineer's Proposal Request and Contractor's responsive Change Proposal as mutually agreed between Owner and Contractor.
 - 2. Contractor's Change Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time and serve as authorization for the Contractor to proceed with the changes.
- C. Contractor will sign and date the Change Order to indicate agreement with the terms.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Engineer's definition of the scope of the required changes.
 - 2. Contractor's Change Proposal for a change, recommended by Engineer.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Contract.
 - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor will sign and date the Change Order to indicate agreement with the terms.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. Engineer or Owner will issue a Work Change Directive authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
 - 3. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
- E. Owner and Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time and serve as authorization for the Contractor to proceed with the changes.
- F. Contractor will sign and date the Change Order to indicate their agreement with the terms.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK CHANGE DIRECTIVE AUTHORIZATION

- A. Engineer will issue a Work Change Directive for the Owner's signature authorizing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as specified in this Section.
- C. Engineer will determine the allowable cost of such work, as provided in the Contract Documents.
- D. Owner and Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time and serve as authorization for the Contractor to proceed with the changes.
- E. Contractor will sign and date the Change Order to indicate their agreement.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Applications for Payment forms to record each Change Order as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise subschedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01294

APPLICATIONS FOR PAYMENT

SEE GENERAL CONDITIONS

Information provided in this section is intended for use only when the provisions of Article 14 of the General Conditions do not specify with enough clarity

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Procedures for preparation and submittal of Applications for Payment.
- B. Related section:
 - 1. General Conditions – Article 14

1.02 FORMAT

- A. Develop satisfactory spreadsheet-type form generated by downloading cost data from the Progress Schedule.
 - 1. Submit payment requests in accordance with General Conditions and attach spreadsheet with cost data related to Progress Schedule.
- B. Fill in information required on form.
- C. When Change Orders are executed, add Change Orders at end of listing of scheduled activities:
 - 1. Identify change order by number and description.
 - 2. Provide cost of change order in appropriate column.
- D. After completing, submit Application for Payment.
- E. Engineer will review application for accuracy. When accurate, Engineer will transmit application to Owner for processing of payment.
- F. Execute application with signature of responsible officer of Contractor.

1.03 SUBSTANTIATING DATA

- A. Provide Substantiating Data with cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products with item number and identification on application, description of specific material, and proof of insurance coverage for offsite stored products.
 - 5. Submit “certified” payroll, if applicable.

1.04 SUBMITTALS

- A. Submit 5 copies of Application for Payment and Substantiating Data with cover letter.

1.05 PAYMENT REQUESTS

- A. Prepare progress payment requests on a monthly basis. Base requests on the breakdowns of costs for each scheduled activity and the percentage of completion for each activity.
- B. Indicate total dollar amount of work planned for every month of the project. Equate sum of monthly amounts to Lump Sum Contract Price.
- C. Generate Progress Payment request forms by downloading cost data from the schedule information to a spreadsheet type format. Identify each activity on the Progress Schedule that has a cost associated with it, the cost for each activity, the estimated percent complete for each activity, and the value of work completed for both the payment period and job to date.
- D. Prepare summary of cost information for each Major Item of Work listed in the Schedule of Values. Identify the value of work completed for both the payment period and job to date.
- E. Payment period:
 - 1. Monthly Application for Payment period shall begin on the 1st day of each month, and end on the last day of each month.
 - 2. Submit Application for Payment to Engineer no later than the 5th day of each month for work completed the previous month.
 - 3. Engineer will finalize and submit recommendation for Application for Payment to Owner by the 15th day of each month to allow time for processing and approval.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01312
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements for conducting conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work and other matters of common interest, and includes the following:
1. Qualifications of Meeting Participants.
 2. Preconstruction Conference.
 3. Progress Meetings.
 4. Pre-Installation Meetings.
 5. Schedule Update Meetings.
 6. Quality Control Meetings.
 7. Pre-Shutdown Meetings.
 8. Close-out meeting.
 9. Post Construction Meeting.

1.02 QUALIFICATIONS OF MEETING PARTICIPANTS

- A. Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of entity each represents.

1.03 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, Engineer will arrange preconstruction conference in place convenient for most invitees.
- B. Preconstruction Conference invitees: Contractor's project manager and superintendent, Owner, Engineer, representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda.
- C. Engineer will preside at conference.
- D. Purpose of conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.
- E. Agenda will include:
1. Adequacy of distribution of Contract Documents.
 2. Distribution and discussion of list of major subcontractors and suppliers.
 3. Proposed progress schedules and critical construction sequencing.
 4. Major equipment deliveries and priorities.
 5. Project coordination.
 6. Designation of responsible personnel.

7. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Request for Information/Interpretations.
 - f. Applications for Payment.
 - g. Record Documents.
 8. Use of premises:
 - a. Office, construction, and storage areas.
 - b. Owner's requirements.
 9. Construction facilities, controls, and construction aids.
 10. Temporary utilities.
 11. Safety and first aid procedures.
 12. Security procedures.
 13. Housekeeping procedures.
- F. Engineer will record minutes of meeting and distribute copies of minutes within 7 days of meeting to participants and interested parties.

1.04 PROGRESS MEETINGS

- A. Engineer will schedule and administer meetings throughout progress of the Work at maximum weekly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance required: Owner, Engineer, Contractor, Contractor's Project Manager, superintendent, quality control manager, project scheduler, major subcontractors and suppliers as appropriate to agenda topics for each meeting.
- D. Additional invitees: Owner utility companies when the Work affects their interests, and others necessary to agenda.
- E. Agenda:
 1. Review minutes of previous meeting/minutes.
 2. Safety and security.
 3. Construction schedule summary.
 4. Review of 6 weeks schedule.
 5. Review of off-site fabrication and delivery schedules.
 6. Review of submittals schedule and status of submittals.
 7. Request for information (RFIs) status.
 8. MOP's/shutdown coordination.
 9. Change order management status.
 10. Maintenance of quality standards (QA/QC).
 11. Field observations, problems, and conflicts.
 12. Commissioning and process start-up.
 13. Partnering recognition status (optional).
 14. General Items.
 15. Action items.
 16. Next meeting.

- F. Engineer will record minutes and distribute copies within 5 calendar days after meeting to participants, with copies to Contractor, Owner, and those affected by decisions made.

1.05 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections or requested by Engineer, convene pre-installation meeting at Project site before commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Engineer no later than 7 calendar days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Contractor will record minutes and distribute electronic copies within 7 calendar days after meeting to participants, with copies to Engineer, Owner, and those affected by decisions made.

1.06 SCHEDULE UPDATE MEETINGS

- A. Engineer will schedule meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings; Contractor will prepare agenda with copies for participants, and preside at meetings.
- C. Attendance required: Owner, Engineer, Contractor, Contractor's Project Manager, General Superintendent, project scheduler, major subcontractors and suppliers as appropriate to agenda topics for each meetings.
- D. Additional invitees: Owner utility companies when the Work affects their interests and others necessary to the agenda.
- E. Agenda:
 - 1. Review Monthly Schedule, (Actual Progress and Variance):
 - a. "Activities Started/Completed" this period.
 - b. "Activities Started/Completed" "Variance" Baseline vs. current.
 - c. "Added/Deleted Activities".
 - d. "Revised Activity Descriptions".
 - e. Any significant Proposed Logic Changes.
 - 2. Review milestone "Substantial Completion" Schedule:
 - a. "Critical" Activities - "Critical Area, Float and Vital Statistics".
 - 3. Review "Cumulative and Monthly Costs" graph.
 - 4. Review "Budgeted Cost" indicating the Current Project Budgeted Cost.
- F. Contractor will record changes for update and distribute electronic copies within 7 calendar days after meeting to participants and interested parties.

1.07 QUALITY CONTROL MEETINGS

- A. Contractor will schedule and administer meetings throughout progress of the Work at maximum weekly intervals.
- B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Construction Manager and staff, Contractor's Quality Control Manager and staff.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress and schedule.
 - 3. Review of out-of-compliance inspection or test results.
 - 4. Field observations, problems, and decisions.
 - 5. Review of offsite fabrication and delivery schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Coordination of required inspections and tests.
 - 8. Review 6-week schedule report with upcoming inspections and special tests.
 - 9. Maintenance of quality and work standards.
 - 10. Other business relating to Work.
- E. Contractor will record minutes and distribute electronic copies within 5 calendar days after meeting to participants, and those affected by decisions made.

1.08 PRE-SHUTDOWN MEETINGS

- A. Follow Owner's standard Construction Method of Procedure (MOP). See Appendix A of Section 01140 - Work Restrictions for MOP format.
- B. All short-term and longer-term shutdowns and other tie-ins that require an Owner approved MOP also require a pre-shutdown meeting at Project site prior to commencing shutdown for tie-in or modification of specific plant systems.
- C. Require attendance of parties directly affecting, or affected by shutdown, including Engineer, specific work crews, Owner's construction, operations, and maintenance staff.
- D. Notify Engineer no later than 7 calendar days in advance of meeting date.
- E. Prepare agenda and preside at meeting:
 - 1. Review accepted MOP including conditions of shutdown, preparation, and installation procedures.
 - 2. Review timelines and sequences.
 - 3. Review responsibilities.
 - 4. Review dry run plan and schedule, as necessary.
 - 5. Review coordination with related work.
- F. Contractor will record minutes and distribute copies within 5 calendar days after meeting and prior to scheduled shutdown to participants, with copies to Engineer, Owner, and those affected by decisions made.

1.09 CLOSE-OUT MEETING

- A. Engineer will schedule close-out meeting.
- B. Engineer will make arrangements for meeting, prepare agenda with copies for participants, and preside at meeting.
- C. Attendance required: Owner, Engineer, Contractor, Contractor's Project Manager, Superintendent.
- D. Agenda:
 - 1. Review punch list completion.
 - 2. Transfer of record documents.
 - 3. Finalize payment.
- E. Engineer will record minutes and within 5 calendar days after meeting distribute copies to participants.

1.10 POST CONSTRUCTION MEETING

- A. Meet with and inspect the Work 11 months after date of Substantial Completion with Owner and Engineer.
- B. Owner will arrange meeting at least 7 days before meeting.
- C. Meet in Owner's office or other mutually agreed upon place.
- D. Inspect the Work and draft list of items to be completed or corrected.
- E. Review service and maintenance contracts, and take appropriate corrective action when necessary.
- F. Complete or correct defective work and extend correction period accordingly.
- G. Require attendance of Contractor, Project Manager, or Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01324B

PROGRESS SCHEDULES AND REPORTS - SMALL PROJECTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Preparation, submittal, and maintenance of computerized progress schedule and reports, contract time adjustments, and payment requests, including the following:
 - 1. Preliminary Schedule.
 - 2. Baseline Schedule.
 - 3. Monthly Schedule Updates.
 - 4. Weekly Summary Schedule.
 - 5. Schedule of Submittals.
 - 6. Manpower Schedule.
 - 7. As-built Schedule.
 - 8.

1.02 SCHEDULER

- A. Designate, in writing and within 5 calendar days after Notice of Award, person responsible for preparation, maintenance, updating and revision of all schedules.
- B. Qualifications of scheduler:
 - 1. Authority to act on behalf of Contractor.
 - 2. 5 years verifiable experience in preparation of complex construction schedules for projects of similar value, size, and complexity.
 - 3. Knowledge of critical path method (CPM).

1.03 SCHEDULING FORMAT AND SOFTWARE

- A. Schedule format: Utilize CPM format.
- B. Prepare computerized schedule utilizing Microsoft Project or equal, most current version:

1.04 PRECONSTRUCTION SCHEDULING MEETING

- A. Engineer will conduct Preconstruction Scheduling Meeting with Contractor's Project Manager, General Superintendent, and scheduler within 7 calendar days after Notice To Proceed. This meeting is separate from the Preconstruction Conference Meeting and is intended to cover schedule issues exclusively.
- B. At the meeting, review scheduling requirements. These include schedule preparation, reporting requirements, updates, revisions, and schedule delay analysis. Present schedule methodology, planned sequence of operations, cost and resource loading methodology, and proposed activity coding structure.

- C. Coding structure:
 - 1. Submit proposed coding structure, identifying the code fields and the associated code values it intends to use in the project schedule.
 - 2. A minimum, include code fields for Project Segment or Phase, Area of Work, Type of Work.
 - 3. Submittal/Procurement/Construction and Responsibility/Subcontractor. Refer to NETWORK DETAILS AND GRAPHICAL OUTPUT for listing of activity categories to be included in the schedule.
- D. Naming convention: Name schedule files with the year, month and day of the data date, revision identifier, and a description of the schedule:

1.05 SCHEDULE PREPARATION

- A. Preparation and submittal of Progress Schedule represents Contractor's intention to execute the Work within specified time and constraints. Failure to conform to requirement may result in termination for cause as specified in Document 00700 - General Conditions under Suspension of Work and Termination.
- B. Contractor's bid covers all costs associated with the execution of the Work in accordance with the Progress Schedule.
- C. During preparation of the preliminary Progress Schedule, Engineer will facilitate Contractor's efforts by being available to answer questions regarding sequencing issues, scheduling constraints, interface points, and dependency relationships.
- D. Prepare schedule utilizing Precedence Diagramming Method (PDM).
- E. Prepare schedule utilizing activity durations in terms of working days. Do not exceed 15 working day duration on activities except concrete curing, submittal review, and equipment fabrication and deliveries. Where duration of continuous work exceeds 15 working days, subdivide activities by location, stationing, or other sub-element of the Work. Coordinate holidays to be observed with the Owner and incorporate them into the schedule as non-working days.
- F. Failure to include an activity required for execution of the Work does not excuse Contractor from completing the Work and portions thereof within specified times and at price specified in Contract. Contract requirements are not waived by failure of Contractor to include required schedule constraints, sequences, or milestones in schedule. Contract requirements are not waived by Owner's acceptance of the schedule. In event of conflict between accepted schedule and Contract requirements, terms of Contract govern at all times, unless requirements are waived in writing by the Owner.
- G. Reference schedule to working days with beginning of Contract Time as Day "1".
- H. Baseline Schedule and Project Completion: Should Contractor submit a Baseline Schedule showing project completion more than 20 working days prior to Contract completion date Owner may issue Change Order, at no cost to Owner, revising time of performance of Work and Contract completion date to match Contractor's schedule completion date. Adjust accordingly any Contract milestone dates.

- I. Contract float is for the mutual benefit of both Owner and Contractor. Changes to the project that can be accomplished within this available period of float may be made by Owner without extending the Contract time, by utilizing float. Time extensions will not be granted nor delay damages owed until Work extends beyond currently accepted Contract completion date. Likewise, Contractor may utilize float to offset delays other than delays caused by Owner. Mutual use of float can continue until all available float shown by schedule has been utilized by either Owner or Contractor, or both. At that time, extensions of the Contract time will be granted by Owner for valid Owner-caused or third party-caused delays which affect the planned completion date and which have been properly documented and demonstrated by Contractor.
- J. Schedule logic: Assembled to show order in which Contractor proposes to carry out Work, indicate restrictions of access, availability of Work areas, and availability and use of manpower, materials, and equipment. Form basis for assembly of schedule logic on the following criteria:
 - 1. Which activities must be completed before subsequent activities can be started?
 - 2. Which activities can be performed concurrently?
 - 3. Which activities must be started immediately following completed activities?
 - 4. What major facility, equipment or manpower restrictions are required for sequencing these activities?
- K. Non-sequestering of float: Pursuant to float sharing requirements of Contract, schedule submittals can be rejected for, use of float suppression techniques such as preferential sequencing or logic, special lead or lag logic restraints, extended activity durations or imposed dates.
- L. Interim milestone dates, operational constraints: In event there are interim milestone dates and/or operational constraints set forth in Contract, show them on schedule. Do not use Zero Total Float constraint or Mandatory Finish Date on such Contract requirements.
- M. Schedule windows for owner-furnished, Contractor-installed equipment or materials: Immediately after Award of Contract, obtain from Engineer anticipated delivery dates of Owner furnished equipment or materials. Show these dates in the schedule in same manner indicated by Engineer.
- N. Cost loading: All schedules:
 - 1. Only on-site construction activities.
 - 2. The sum total of all cost loaded activities equal the current value of the Contract, including change orders, at all times.

1.06 NETWORK DETAILS AND GRAPHICAL OUTPUT

- A. Produce a clear, legible, and accurate calendar based, time scaled, graphical network diagram. Group activities related to the same physical areas of the Work. Produce the network diagram based upon the early start of all activities.
- B. Include for each activity, the description, activity number, estimated duration in working days, total float, and all activity relationship lines.

- C. Illustrate order and interdependence of activities and sequence in which Work is planned to be accomplished. Incorporate the basic concept of the precedence diagram network method to show how the start of 1 activity is dependent upon the start or completion of preceding activities and its completion restricts the start of following activities.
- D. Indicate the critical path for the project.
- E. Delineate the specified contract duration and identify the planned completion of the Work as a milestone. Show the time period between the planned and Contract completion dates, if any, as an activity identified as project float unless a Change Order is issued to officially change the Contract completion date.
- F. Identify system shutdown dates, system tie-in dates, specified interim completion or milestone dates and contract completion date as milestones.
- G. Include, in addition to construction activities:
 - 1. Submission dates and review periods for major equipment submittals, shoring submittals, and indicator pile program:
 - 2. Any activity by the Owner or the Engineer that may affect progress or required completion dates.
 - 3. Equipment and long-lead material deliveries over 8 weeks.
 - 4. Approvals required by regulatory agencies or other third parties.
- H. Identify the execution of the following:
 - 1. Mobilization.
 - 2. All required submittals and submittal review times showing 30 calendar day duration for such activities and equal amount of time for re-submittal reviews.
 - 3. Equipment and materials procurement/fabrication/delivery.
 - 4. Concrete repair, per channel.
 - 5. Coating, per channel.
 - 6. Substantial completion.
 - 7. Punch list work.
 - 8. Demobilization.

1.07 SUBMITTAL OF PROGRESS SCHEDULES

- A. Submit preliminary and baseline schedule.
- B. Submit, on a monthly basis, updated schedules as specified.
- C. Submit final schedule update as specified.
- D. Submit revised schedules and time impact analyses as specified.
- E. Submit PDF copy of schedules.

1.08 PRELIMINARY SCHEDULE

- A. Submit Preliminary Schedule within 14 calendar days after Notice to Proceed. Include a detailed plan of operations for first 90 calendar days of Work after receipt of Notice to Proceed.

- B. Meet with Engineer within 7 calendar days after receipt of Preliminary Schedule to review and make necessary adjustments. Submit revised preliminary schedule within 5 calendar days after meeting.
- C. Submit schedule of costs for all activities on revised Preliminary Schedule.
- D. Schedule of costs:
 - 1. Schedule of Values required under Section 01292 - Schedule of Values for first 90 calendar days of Work.
 - 2. Submittal and acceptance of Preliminary Schedule is condition precedent to making of progress payments under Section 01294 - Applications for Payment and payments for mobilization costs otherwise provided for in the Contract.
 - 3. No pay item Work shall commence until Preliminary Schedule and schedule of costs have been accepted by Owner.
- E. Incorporated unchanged, the accepted Preliminary Schedule as first 90 calendar days of activity in Contractor's Baseline Schedule.
- F. Updated monthly during first 90 calendar days after Notice to Proceed. Updated Preliminary Schedule shall be the payment application required under Section 01294 - Applications for Payment.

1.09 BASELINE SCHEDULE

- A. No more than 45 calendar days after Notice to Proceed, submit the Baseline Schedule for all Work of the project. Show sequence and interdependence of all activities required for complete performance of all Work, beginning with date of Notice to Proceed and concluding with date of final completion of Contract.
- B. Acceptance of the Baseline Schedule by the Owner is a condition precedent to making payments as specified in Section 01294 - Applications for Payment after the first 90 calendar days after Notice to Proceed.

1.10 WEATHER DAYS ALLOWANCE

- A. Include as a separate identifiable activity on the critical path, an activity labeled "Weather Days Allowance." Insert this activity at the end of the schedule.
- B. Weather Days are defined as a day when the Contractor is prevented by inclement weather, or conditions resulting there from, from proceeding with at least 75 percent of the normal labor and equipment force for at least 5 hours toward completion of the current critical path item, or items.
- C. Duration of Weather Days Allowance 20 days.
- D. Insert an activity in critical path to reflect weather day occurrences when weather days are experienced and accepted by Engineer. Identify this activity as a weather delay.
- E. Reduce duration of Weather Days Allowance activity as weather delays are experienced and inserted into the schedule. Remaining weather days in Weather Day Allowance at completion of project is considered float.

- F. Weather conditions that prevent or inhibit the Contractor's performance of the Work and affect the Critical Path indicated on the Schedule shall be referred to as a Weather Day. A Weather Day is defined as the Contractor being unable to perform at least 4 hours of work on the Critical Path. The Contractor shall provide a written notice to the Engineer of the occurrence of a weather day within 2 days after the onset of such weather and shall describe in reasonable detail the type of weather encountered and the Work interfered with or interrupted. A schedule update will not suffice as a written notice. The Engineer will determine if the weather day constitutes a use of a portion of the Weather Day Allowance. After use of all the Weather Day Allowance, the Engineer will determine if the Contractor is entitled to an extension of the Contract Time due to weather conditions. Weather days are considered excusable delay as defined in this Section.

1.11 REVIEW AND ACCEPTANCE OF SCHEDULES

- A. Engineer will review Baseline Schedule, Schedule Updates, Schedule Revisions, and Time Impact Analyses to ascertain compliance with specified project constraints, compliance with milestone dates, reasonableness of durations and sequence, accurate inter-relationships and completeness.
- B. Engineer and Owner will issue written comments following completion of review of Baseline Schedule within 21 calendar days after receipt.
- C. Written comments on review of Schedule Updates and Schedule Revisions and Time Impact Analyses will be returned to Contractor within 14 calendar days after receipt by Engineer.
- D. Revise and resubmit schedule in accordance with Engineer's comments within 7 calendar days after receipt of such comments, or request joint meeting to resolve objections.
- E. If Engineer requests a meeting the Contractor and all major subcontractors must participate in the meeting with Engineer:
 - 1. Revise and resubmit schedule within 7 calendar days after meeting.
- F. Use accepted schedule for planning, organizing, and directing the work and for reporting progress.
- G. Engineer's submittal review response:
 - 1. When schedule reflects Owner's and Contractor's agreement of project approach and sequence, schedule will be accepted by Owner.
 - 2. Engineer's submittal review response for schedule submittal will be "Receipt Acknowledged - Filed for Record" including applicable comments.
 - 3. Acceptance of the schedules by the Owner is for general conformance with the Contract Documents and for Owner's planning information, and does not relieve the Contractor of sole responsibility for planning, coordinating, and executing the Work within the contract completion dates. Omissions and errors in the accepted schedules shall not excuse performance less than that required by the Contract Documents. Acceptance by the Owner in no way constitutes an evaluation or validation of the Contractor's plan, sequence or means, methods, and techniques of construction.

1.12 SCHEDULE UPDATES

- A. Any update:
 - 1. Prepare update using most recent accepted version of schedule including:
 - a. Actual start dates of activities that have been started.
 - b. Actual finish dates of activities that have been completed.
 - c. Percentage of completion of activities that have been started but not finished.
 - d. Actual dates on which milestones were achieved.
 - e. Update activities by inputting percent complete figures with actual dates.
 - f. Use retained logic in preparing Schedule Updates.
 - g. When necessary, input remaining durations for activities whose finish dates cannot be calculated accurately with a percent complete figure only.
 - h. Revisions to the schedule may be included that have been previously approved as specified in this Section under Revisions to Schedule.

- B. Monthly updates:
 - 1. Submit written narrative report in conjunction with each Schedule Update including descriptions of the following:
 - a. Activities added to or deleted from the schedule are to adhere to cost and other resource loading requirements:
 - 1) Identify added activities in manner distinctly different from original activity designations.
 - b. Changes in sequence or estimated duration of activities.
 - c. Current or anticipated problems and delays affecting progress, impact of these problems and delays and measures taken to mitigate impact.
 - d. Assumptions made and activities affected by incorporating change order work into the schedule.
 - 2. Submit updated schedule and materials specified under Submittal of Progress Schedules, 5 calendar days before the monthly schedule update meeting.
 - 3. Since Monthly Schedule Update is the application for progress payment required as specified in Section 01294 - Applications for Payment, submittal and acceptance of the monthly Schedule Update is a condition precedent to the making of any progress payments.

- C. Weekly progress meeting:
 - 1. Update the schedule prior to weekly progress meeting:
 - a. Identify overall progress of each Major Item of Work in the Summary Schedule.
 - b. If there are significant changes to the schedule, submit a written report at the weekly progress meeting.
 - 2. Should monthly Schedule Update show project completion earlier than current Contract completion date, show early completion time as schedule activity, identified as "Project Float".
 - 3. Should monthly Schedule Update show project completion later than current Contract completion date, prepare and submit a Schedule Revision in accordance with the Revisions to Schedule.

1.13 REVISIONS TO SCHEDULE

- A. Submit Revised Schedule within 5 calendar days:
 - 1. When delay in completion of any activity or group of activities indicates an overrun of the Contract time or milestone dates by 20 working days or 5 percent of the remaining duration, whichever is less.
 - 2. When delays in submittals, deliveries, or work stoppages are encountered making necessary the replanning or rescheduling of activities.
 - 3. When the schedule does not represent the actual progress of activities.
 - 4. When any change to the sequence of activities, the completion date for major portions of the work, or when changes occur which affect the critical path.
 - 5. When Contract modification necessitates schedule revision, submit schedule analysis of change order work with cost proposal.
- B. Create a separate submittal for Schedule Revisions:
 - 1. Comply with schedule updates as specified in this Section.
 - 2. Do not submit with Schedule Updates.
- C. Schedule Revisions will not be reflected in the schedule until after the revision is accepted by the Owner:
 - 1. This includes Schedule Revisions submitted for the purpose of mitigating a Contractor-caused project delay (Recovery Schedule).

1.14 PAYMENT REQUESTS AND CASH FLOW

- A. After Baseline Schedule has been submitted and accepted by the Owner, submit on a monthly basis, a tabular and graphic report showing anticipated earnings each month of the contract period. This tabulation will be based on the summation of the cost-loaded activities each month. Submit an updated payment schedule each month showing actual earned amounts and anticipated remaining earnings.
- B. Utilize cost loaded monthly Progress Schedule Updates as the applications for payment as specified in Section 01294 - Applications for Payment. List payment application in Excel format of all schedule activities showing cost and percentage completion during the current month for which payment is sought. The Owner will retain an amount equal to 10 percent of the estimated value of work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these Specifications as determined by the Engineer. Schedule retentions will be released for payment on the next monthly for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified in this Section. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this Section will be released for payment. Retentions held in conformance with this Section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

1.15 WEEKLY SCHEDULE

- A. Submit to Engineer, at every weekly progress meeting, a 6-Week Schedule showing the activities completed during the previous week and the Contractor's schedule of activities for following 5 weeks.

- B. Use the logic and conform to the status of the current progress schedule when producing a Weekly Schedule in CPM schedule or a bar chart format. In the event that the Weekly Schedule no longer conforms to the current schedule, Contractor may be required to revise the schedule as specified in this Section.
- C. The activity designations used in the Weekly Schedule must consistent with those used in the Baseline Schedule and the monthly Schedule Updates.
- D. Contractor and Engineer must agree on the format of the Weekly Schedule.

1.16 SCHEDULE OF VALUES

- A. Requirements for Schedule of Values are specified in Section 01292 - Schedule of Values.
- B. Submit, in conjunction with the Progress Schedule, a Schedule of Values identifying costs of all on-site construction activities as generated by the cost loaded schedule. Equate the aggregate of these costs to the Lump Sum Contract Price.

1.17 ADJUSTMENT OF CONTRACT TIMES

- A. Contract Time will be adjusted only for causes specified in Contract Documents:
 - 1. Non-excusable delay: Non-excusable delays include actions or inactions of the Contractor, or events for which the Contractor has assumed contractual responsibility (including actions or inactions of subcontractors, suppliers, or material manufacturers at any tier) that would independently delay the completion of the Work beyond the current Contract completion date). No time extensions will be granted for non-excusable delays.
 - 2. Excusable delay: Events which are unforeseeable, outside the control of, and without the fault or negligence of either the Owner or the Contractor (or any party for whom either is responsible), which would independently delay the completion of the Work beyond the current Contract completion date. The Contractor is entitled to a time extension only. No other damages will be approved.
 - 3. Compensable delay: Actions or inactions of the Owner, or events for which the Owner has assumed contractual responsibility, which would independently delay the completion of the Work beyond the current Contract completion date. The Contractor is entitled to a time extension and delay damages.
 - 4. Concurrent delay: Concurrent delay is any combination of the above 3 types of delay occurring on the same calendar date:
 - a. Exception to concurrent delay: Cases where the combination consists of 2 or more instances of the same type of delay occurring on the same calendar date. When one cause of delay is Owner-caused or caused by an event which is beyond the control and without the fault or negligence of either the Owner or the Contractor and the other Contractor-caused, the Contractor is entitled only to a time extension and no delay damages.
- B. If the Contractor believes that the Owner has impacted its work, such that the project completion date will be delayed, the Contractor must submit proof demonstrating the delay to the critical path. This proof, in the form of a Time Impact Analysis, may entitle the Contractor to an adjustment of contract time.

- C. The Time Impact Analysis:
1. Use the accepted schedule update that is current relative to the time frame of the delay event (change order, third party delay, or other Owner-caused delay). Represent the delay event in the schedule by:
 - a. Inserting new activities associated with the delay event into the schedule,
 - b. Revising activity logic, or
 - c. Revising activity durations.
 2. If the project schedule's critical path and completion date are impacted as a result of adding this delay event to the schedule, a time extension equal to the magnitude of the impact may be warranted.
 3. The Time Impact Analysis submittal must include the following information:
 - a. A fragment of the portion of the schedule affected by the delay event.
 - b. A narrative explanation of the delay issue and how it impacted the schedule.
 - c. A CD containing the schedule file used to perform the Time Impact Analysis.
- D. When a delay to the project as a whole can be avoided by revising preferential sequencing or logic, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension and no compensation for extended overhead.
- E. Indicate clearly that the Contractor has used, in full, all project float available for the work involved in the request, including any float that may exist between the Contractor's planned completion date and the Contract completion date. Utilize the latest version of the Schedule Update accepted at the time of the alleged delay, and all other relevant information, to determine the adjustment of the contract time.
- F. Adjustment of the Contract Times will be granted only when the Contract Float has been fully utilized and only when the revised date of completion of the Work has been pushed beyond the contract completion date. Adjustment of the Contract Times will be made only for the number of days that the planned completion of the work has been extended.
- G. Actual delays in activities which do not affect the critical path work or which do not move the Contractor's planned completion date beyond the Contract completion date will not be the basis for an adjustment to the contract time.
- H. If completion of the project occurs within the specified contract time, the Contractor is not entitled to job-site or home office overhead beyond the Contractor's originally planned occupancy of the site.
- I. Notify Engineer of a request for contract time adjustment. Submit request as specified in Document 00700 - General Conditions. In cases where the Contractor does not submit a request for contract time adjustment for a specific change order, delay, or Contractor request within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

- J. The Engineer will, within 30 calendar days after receipt of a contract time adjustment, request any supporting evidence, review the facts and advise the Contractor in writing:
 - 1. Include the new Progress Schedule data, if accepted by the Owner, in the next monthly Schedule Update.

1.18 SUMMARY SCHEDULE

- A. Provide Summary Schedule, which consolidates groups of activities associated with Major Items of Work shown on Baseline Schedule. Summary Schedule is intended to give an overall indication of the project schedule without a large amount of detail.
- B. Submit updated Summary Schedule at weekly progress meetings and after each Schedule Update or Schedule Revision.

1.19 SCHEDULE OF SUBMITTALS

- A. Schedule of Submittals shall include submittals required in the Contract Documents but not limited to Commissioning and Process Start-up Plans, Training Plans, test procedures, operation and maintenance manuals, shop drawings, samples, record documents, and specifically required certificates, warranties, and service agreements.
- B. Preliminary Schedule of Submittals:
 - 1. Due date: After Preliminary Schedule has been submitted and accepted by Owner.
 - 2. Format:
 - a. Include submittals anticipated in the first 90 calendar days after Notice to Proceed using early start dates.
 - b. Indicate week and month anticipated for each submittal.
 - c. Indicate "Priority" submittals where review time can impact Contractor's schedule:
 - 1) "Priority" indication will not alter review times specified in Section 01330 - Submittal Procedures.
 - 2) Engineer will endeavor to provide early review of "Priority" submittals where possible.
 - 3. Submittal of Preliminary Schedule of Submittals shall be a condition precedent to Owner making progress payments during the first 90 calendar days after Notice to Proceed.
- C. Final Schedule of Submittals:
 - 1. Due date: After Baseline Schedule has been submitted and accepted by Owner.
 - 2. Format:
 - a. Include submittals using early start dates.
 - b. Include all submittals, including those required in the preliminary Schedule of Submittals.
 - c. Indicate week and month anticipated for each submittal.
 - d. Indicate "Priority" submittals where review time can impact Contractor's schedule:
 - 1) "Priority" indication will not alter review times specified in Section 01330 - Submittal Procedures.

- 2) Engineer will endeavor to provide early review of "Priority" submittals where possible.
 3. Submittal of Final Schedule of Submittals shall be a condition precedent to Owner making progress payments after the first 90 calendar days after Notice to Proceed.
- D. Provide updated Schedule of Submittals with updated schedules if schedule revisions change listing and timing of submittals.

1.20 MANPOWER SCHEDULES

- A. Due date: After Baseline Schedule has been submitted and accepted by Owner.
- B. Format:
1. Schedule histogram depicting total craft manpower and craft manpower for Contractor's own labor forces and those of each subcontractor.
 2. Submit electronically on a computer disk in Excel format, with 1 paper copy.
- C. Progress payments after the first 90 calendar days after Notice to Proceed will not be made until manpower schedule is provided.

1.21 FINAL SCHEDULE SUBMITTAL

- A. The final Schedule Update becomes the As-Built Schedule:
1. The As-Built Schedule reflects the exact manner in which the project was constructed by reflecting actual start and completion dates for all activities accomplished on the project.
 2. Contractor's Project Manager and scheduler sign and certify the As-Built Schedule as being an accurate record of the way the project was actually constructed.
- B. Retainage will not be released until final Schedule Update is provided.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01329

SAFETY PLAN

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Development and maintenance of a Construction Safety Plan.

1.02 REFERENCES

- A. California Labor Code, Section 6401.7.
- B. National Fire Protection Association (NFPA):
 - 1. 70E - Standard for Electrical Safety in the Workplace.
- C. Occupational Safety and Health Administration (OSHA).

1.03 CONSTRUCTION SAFETY PLAN

- A. Detail the Methods and Procedures to comply with California Labor Code Section 6401.7 NFPA 70E, Federal, and Local Health and Safety Laws, Rules and Requirements for the duration of the Contract Times. Methods and procedures must also comply with the Owner's Safety Plan. Include the following:
 - 1. Identification of the Certified or Licensed Safety Consultant who will prepare, initiate, maintain and supervise safety programs, and procedures.
 - 2. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.
 - 3. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction. Include warning devices, barricades, safety equipment in public right-of-way and protected areas, safety equipment used in multi-level structures, personal protective equipment (PPE) as required by NFPA 70E.
 - 4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.
 - 5. Procedures for reporting safety or health hazards.
 - 6. Procedures to follow to correct a recognized safety and health hazard.
 - 7. Procedures for investigation of accidents, injuries, illnesses, and unusual events that have occurred at the construction site.
 - 8. Periodic and scheduled inspections of general work areas and specific workstations.
 - 9. Training for employees and workers at the jobsite.
 - 10. Methods of communication of safe working conditions, work practices and required personal protection equipment.
 - 11. Provision of a site specific emergency action and evaluation plan.
 - 12. Verify safety plan includes reference to and compliance with latest Owner safety policies.

- B. Assume sole responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of subcontractors, suppliers, and other persons on the jobsite:
 - 1. Forward available information and reports to the Safety Consultant who shall make the necessary recommendations concerning worker health and safety at the jobsite.
 - 2. Employ additional health and safety measures specified by the Safety Consultant, as necessary, for workers in accordance with OSHA guidelines.

- C. Transmit to Owner and Engineer copies of reports and other documents related to accidents or injuries encountered during construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for submittals.

1.02 REFERENCES

- A. NSF International:
1. NSF 61 - Drinking Water System Components – Health Effects.

1.03 DEFINITIONS

- A. Certificates: Describe certificates that document affirmations by the Contractor or other entity that the work is in accordance with the Contract Documents.
- B. Extra stock materials: Describe extra stock materials to be provided for the Owner's use in facility operation and maintenance.
- C. Maintenance material submittals: Use this article to categorize maintenance materials submittals requiring no Engineer action other than confirmation of receipt under an explanatory heading.
- D. Manufacturer's instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; manufacturer's instructions are not prepared especially for the Work.
- E. Product data: Product data usually consists of manufacturers' printed data sheets or catalog pages illustrating the products to be incorporated into the project.
- F. Samples: Samples are full-size actual products intended to illustrate the products to be incorporated into the project. Sample submittals are often necessary for such characteristics as colors, textures, and other appearance issues.
- G. Spare parts: Describe spare parts necessary for the Owner's use in facility operation and maintenance; identify the type and quantity here, but include the actual characteristics of the spare parts in Product as part of the specification of the product.
- H. Shop drawings: Shop drawings are prepared specifically for the project to illustrate details, dimensions, and other data necessary for satisfactory fabrication or construction that are not shown in the contract documents. Shop drawings could include graphic line-type drawings, single-line diagrams, or schedules and lists of products and their application.

- I. Submittals: Submittals are samples, product data, shop drawings, and others that demonstrate how Contractor intends to conform with the Contract Documents.
- J. Tools: Tools are generally defined as items such as special wrenches, gauges, circuit setters, and other similar devices required for the proper operation or maintenance of a system that would not normally be in the Owner's tool kit.

1.04 GENERAL INSTRUCTIONS

- A. Certification: Contractor is responsible to determine and verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and check and coordinate each item with other applicable approved shop drawings and all Contract requirements.
- B. Provide submittals that are specified or reasonably required for construction, operation, and maintenance of the Work.
- C. Where multiple submittals are required, provide a separate submittal for each specification section:
 - 1. In order to expedite construction, the Contractor may make more than 1 submittal per specification section, but a single submittal may not cover more than 1 specification section:
 - a. The only exception to this requirement is when 1 specification section covers the requirements for a component of equipment specified in another section.
 - b. For example, circuit breakers are a component of switchgear. The switchgear submittal must also contain data for the associated circuit breakers, even though they are covered in a different specification section.
- D. Edit all submittals so that the submittal specifically applies to only the equipment furnished. Neatly cross out all extraneous text, options, models, etc. that do not apply to the equipment being furnished, so that the information remaining is only applicable to the equipment being furnished.
- E. Prepare submittals in the English language. Do not include information in other languages.
- F. Present measurements in customary American units (feet, inches, pounds, etc.).
- G. Must be clear and legible, and of sufficient size for presentation of information.
- H. Minimum page size will be 8 1/2 inches by 11 inches:
 - 1. Maximum page size will be 11 inches by 17 inches.
- I. Show dimensions, construction details, wiring diagrams, controls, manufacturers, catalog numbers, and all other pertinent details.
- J. Provide submittal information from only 1 manufacturer for a specified product. Submittals with multiple manufacturers for 1 product will be rejected without review.
- K. Indicate project designated equipment tag numbers from P&IDs for submittal of devices, equipment, and assemblies.

1.05 SUBMITTAL ORGANIZATION

- A. Fully indexed with bookmarks for every section.
- B. Sequentially number pages within the tabbed sections:
 - 1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- C. Organize submittals in exactly the same order as the items are referenced, listed, and/or organized in the specification section.
- D. For submittals that cover multiple devices used in different areas under the same specification section, the submittal for the individual devices must list the area where the device is used.
- E. Attachments:
 - 1. Specification section: Include with each submittal a copy of the relevant specification section:
 - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - 2. Drawings: Include with each submittal a copy of the relevant Drawing, including relevant addendum updates:
 - a. Indicate either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - c. Provide field dimensions and relationship to adjacent or critical features of the Work or materials.
- F. Contractor: Prepare submittal information in sufficient detail to show compliance with specified requirements:
 - 1. Determine and verify quantities, field dimensions, product dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
 - 3. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.

1.06 SUBMITTAL METHOD AND FORMAT

- A. As specified in Section 01322 - Web Based Construction Document Management.
- B. Submittals in electronic media format:
 - 1. General: Provide all information in PC-compatible format using Windows® operating system as utilized by the Owner and Engineer.
 - 2. Text: Provide text documents and manufacturer's literature in Portable Document Format (PDF).
 - 3. Graphics: Provide graphic submittals (drawings, diagrams, figures, etc.) utilizing Portable Document Format (PDF).

1.07 SUBMITTAL PROCEDURE

- A. Engineer: Review submittal and provide response:
1. Review description:
 - a. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
 - b. Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
 - c. Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
 - d. Engineer's review does not extend to:
 - 1) Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2) Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3) Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
 - e. Engineer can Approve or Not Approve any exception at their sole discretion.
 2. Review timeframe:
 - a. Except as may be provided in technical specifications, a submittal will be returned within 30 days.
 - b. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
 - c. Engineer's acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
 - d. Critical submittals:
 - 1) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.
 3. Schedule delays:
 - a. No adjustment of Contract Times or Contract Price will be allowed due to Engineer's review of submittals, unless all of the following criteria are met:
 - 1) Engineer has failed to review and return first submission within the agreed upon time frame.
 - 2) Contractor demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return submittal within time indicated and accepted by Engineer.
 4. Review response will be returned to Contractor with one of the following dispositions:
 - a. Approved:
 - 1) No Exceptions:
 - a) There are no notations or comments on the submittal and the Contractor may release the equipment for production.

- 2) Make Corrections Noted - See Comments:
 - a) The Contractor may proceed with the work, however, all notations and comments must be incorporated into the final product.
 - b) Resubmittal not required.
- 3) Make Corrections Noted - Confirm:
 - a) The Contractor may proceed with the work, however, all notations and comments must be incorporated into the final product.
 - b) Submit confirmation specifically addressing each notation or comment to the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
- b. Not approved:
 - 1) Correct and resubmit:
 - a) Contractor may not proceed with the work described in the submittal.
 - b) Contractor assumes responsibility for proceeding without approval.
 - c) Resubmittal of complete submittal package is required within 30 calendar days of the date of the Engineer's submittal review response.
 - 2) Rejected - See Remarks:
 - a) Contractor may not proceed with the work described in the submittal.
 - b) The submittal does not meet the intent of the Contract Documents. Resubmittal of complete submittal package is required with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
- c. Receipt acknowledged - Filed for record:
 - 1) This is used in acknowledging receipt of informational submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc.

- B. Contractor: Prepare resubmittal, if applicable:
 - 1. Clearly identify each correction or change made.
 - 2. Include a response in writing to each of the Engineer's comments or questions for submittal packages that are resubmitted in the order that the comments or questions were presented throughout the submittal and numbered consistent with the Engineer's numbering:
 - a. Acceptable responses to Engineer's comments are listed below:
 - 1) "Incorporated" Engineer's comment or change is accepted and appropriate changes are made.
 - 2) "Response" Engineer's comment not incorporated. Explain why comment is not accepted or requested change is not made. Explain how requirement will be satisfied in lieu of comment or change requested by Engineer.
 - b. Reviews and resubmittals:
 - 1) Contractor shall provide resubmittals which include responses to all submittal review comments separately and at a level of detail commensurate with each comment.

- 2) Contractor responses shall indicate how the Contractor resolved the issue pertaining to each review comment. Responses such as “acknowledged” or “noted” are not acceptable.
 - 3) Resubmittals which do not comply with this requirement may be rejected and returned without review.
 - 4) Contractor shall be allowed no extensions of any kind to any part of their contract due to the rejection of non-compliant submittals.
 - 5) Submittal review comments not addressed by the Contractor in resubmittals shall continue to apply whether restated or not in subsequent reviews until adequately addressed by the Contractor to the satisfaction of the reviewing and approving authority.
- c. Any resubmittal that does not contain responses to the Engineer’s previous comments shall be returned for Revision and Resubmittal. No further review by the Engineer will be performed until a response for previous comments has been received.
3. Resubmittal timeframe:
 - a. Contractor shall provide resubmittal within 15 days.
 - b. When a resubmittal cannot be returned within the specified period, Contractor shall notify Engineer in writing.
 4. Review costs:
 - a. Costs incurred by Owner as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor.
 - b. Reimbursement to Owner will be made by deducting such costs from Contractor's subsequent progress payments.

1.08 SHOP DRAWINGS

- A. Contractor to field verify elevation, coordinates, and pipe material for pipe tie-in to pipeline or structure prior to the preparation of shop drawings.
- B. Details:
 1. Fabrication drawings: Drawn to scale and dimensioned.
 2. Front, side, and, rear elevations, and top and bottom views, showing all dimensions.
 3. Locations of conduit entrances and access plates.
 4. Component layout and identification.
 5. Weight.
 6. Finish.
 7. Temperature limitations, as applicable.
 8. Nameplate information.
- C. Minor or incidental products and equipment schedules:
 1. Details:
 - a. Shop Drawings of minor or incidental fabricated products will not be required, unless requested.
 - b. Submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.

1.09 PRODUCT DATA

- A. Details:
 - 1. Supplier name and address.
 - 2. Subcontractor name and address.

- B. Include:
 - 1. Catalog cuts.
 - 2. Bulletins.
 - 3. Brochures.
 - 4. Manufacturer's Certificate of Compliance: Signed by product manufacturer along with supporting reference data, affidavits, and tests, as appropriate.
 - 5. Manufacturer's printed recommendations for installation of equipment.
 - 6. Quality photocopies of applicable pages from manufacturer's documents.

- C. Motor Data Sheet:
 - 1. Provide completed Motor Data Sheet as specified in Section 16222 - Low Voltage Motors Up to 500 Horsepower, for every motor furnished as part of the associated equipment submittal.

- D. Test reports including the following information:
 - 1. Test description.
 - 2. List of equipment used.
 - 3. Name of the person conducting the test.
 - 4. Date and time the test was conducted.
 - 5. Ambient temperature and weather conditions.
 - 6. All raw data collected.
 - 7. Calculated results.
 - 8. Clear statement if the test passed or failed the requirements stated in Contract Documents.
 - 9. Signature of the person responsible for the test.

- E. Certificates:
 - 1. As specified in technical sections.
 - 2. For products that will be in contact with potable water, submit evidence from a nationally recognized laboratory that the products comply with the requirements of the NSF 61 standard.

1.10 SAMPLES

- A. Details:
 - 1. Submit labeled samples.
 - 2. Samples will not be returned.
 - 3. Provide samples from manufacturer's standard colors, materials, products, or equipment lines:
 - a. Clearly label samples to indicate any that represent non-standard colors, materials, products, or equipment lines and that if selected, will require an increase in Contract Time or Contract Price.
 - 4. Provide number of sample submittals as below:
 - a. Total: 3 minimum:
 - 1) Owner: 1.
 - 2) Engineer: 2.
 - 3) Contractor: None.

- B. Field samples:
 - 1. As specified in technical sections.

1.11 DESIGN CALCULATIONS

- A. Defined in technical sections:
 - 1. Calculations must bear the original seal and signature of a Professional Engineer licensed in the state where the project is located and who provided responsible charge for the design.

1.12 SCHEDULES

- A. Progress schedules: As specified in Section 01324B:
 - 1. Each schedule submittal specified in these Contract Documents shall be submitted as a native backed-up file (.xer) of the scheduling program as specified in Section 01324B.
 - 2. The schedule and all required reports shall also be submitted as a PDF file.
 - 3. Schedule of values: As specified in Section 01292 - Schedule of Values.
 - 4. Schedule of submittals: As specified in Section 01324B.
- B. Progress reports and quantity charts:
 - 1. As specified in Section 01324B.

1.13 REQUESTS FOR SUBSTITUTIONS (RFS)

- A. As specified in Section 01600.

1.14 REQUESTS FOR INFORMATION (RFI)

- A. As specified in Section 01260 - Contract Modification Procedures.

1.15 CONTRACTOR'S PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. Submit a completed Contractor's P.E. Certification Form, provided in this Section, to comply with technical sections requirement for a professional engineer's certification from an engineer licensed in the state the project is located.

1.16 CLOSEOUT SUBMITTALS

- A. Provide closeout submittals as specified in Section 01770.
- B. Operation and Maintenance Manuals: final documents shall be submitted as specified in Section 01782.
- C. Extra materials, spare parts, etc.: Submittal forms shall indicate when actual materials are submitted.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

APPENDIX A
CONTRACTOR'S P.E. CERTIFICATION FORM

**DOCUMENT 01330
CONTRACTOR'S P.E. CERTIFICATION FORM**

Owner: Click here to enter text. **Date:** MM/DD/YYYY.
Contractor: Click here to enter text. **Registration State:** Click here to enter text.
Project Name: Click here to enter text. **Project No.:** 00000.00.
Responsibilities: Click here to enter text.
Spec Section: Click here to enter text.

Statement of Certification
<p>The undersigned hereby certifies that he/she is a professional engineer registered in the State of _____ and that he/she has been employed by _____</p> <p>The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state, and federal codes, rules, and regulations; and, that his/her signature and P.E. stamp have been affixed to all calculation and drawings used in, and resulting from, the design.</p> <p>The undersigned hereby agrees to make all original design drawings and calculations available to: _____</p> <p>Click here to enter text.</p>
(Name of Owner, or Owner's representative within 7 days of receiving a written request by the Owner.)
<p>Prof. Engineer Signature: _____ Date: _____</p> <p>Printed Name: _____ Company Name: _____</p> <p>Contractor's Signature: _____ Date: _____</p> <p>Printed Name: _____</p>

APPENDIX B
CONTRACTOR SUBMITTAL TRANSMITTAL FORM

**DOCUMENT 01330
CONTRACTOR SUBMITTAL TRANSMITTAL FORM**

Owner: Click here to enter text. **Date:** MM/DD/YYYY
Contractor: Click here to enter text. **Project No.:** XXXXX.XX
Project Name: Click here to enter text. **Submittal Number:** 000
Submittal Title: Click here to enter text.
To: Click here to enter text.
From: Click here to enter text. Click here to enter text.
Click here to enter text. Click here to enter text.

Specification No. and Subject of Submittal / Equipment Supplier	
Spec ##:	Spec ##. Subject: <u>Click here to enter text.</u>
Authored By:	<u>Click here to enter text.</u> Date Submitted: <u>XX/XX/XXXX</u>

Submittal Certification
Check Either (A) or (B):
<input type="checkbox"/> (A) We have verified that the equipment or material contained in this submittal meets all the requirements specified in the project manual or shown on the contract drawings with no exceptions.
<input type="checkbox"/> (B) We have verified that the equipment or material contained in this submittal meets all the requirements specified in the project manual or shown on the contract drawings except for the deviations listed.
Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.
General Contractor's Reviewer's Signature:
Printed Name:
In the event, Contractor believes the Submittal response does or will cause a change to the requirements of the Contract, Contractor shall immediately give written notice stating that Contractor considers the response to be a Change Order.
Firm: <u>Click here to enter text.</u> Signature: _____ Date Returned: <u>XX/XX/XXXX</u>

PM/CM Office Use
Date Received GC to PM/CM: _____
Date Received PM/CM to Reviewer: _____
Date Received Reviewer to PM/CM: _____
Date Sent PM/CM to GC: _____

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Regulatory authorities and codes.

1.02 AUTHORITIES HAVING JURISDICTION

- A. Building Department: City of Petaluma.
- B. Fire Department: City of Petaluma.

1.03 APPLICABLE CODES

- A. California Code of Regulations (CCR), California Building Standards Code, CCR Title 24:
 - 1. Building code:
 - a. California Building Code (CBC), Title 24, Part 2 – 2019.
 - 2. Electrical code:
 - a. California Electrical Code (CEC), Title 24, Part 3 – 2019.
 - 3. Mechanical code:
 - a. California Mechanical Code (CMC), Title 24, Part 4 – 2019.
 - 4. Plumbing code:
 - a. California Plumbing Code (CPC), Title 24, Part 5 – 2019.
 - 5. Energy code:
 - a. California Energy Code (CEC), Title 24, Part 6 – 2019.
 - 6. Historical building code:
 - a. California Historical Building Code (CHBC), Title 24, Part 8 – 2019.
 - 7. Fire code:
 - a. California Fire Code (CFC), Title 24, Part 9 – 2019.
 - 8. Existing building code:
 - a. California Existing Building Code (CEBC), Title 24, Part 10 – 2019.
 - 9. Green building standards code:
 - a. California Green Building Standards Code (CALGreen), Title 24, Part 11 – 2019.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01450
QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Quality control and control of installation.
 - 2. Tolerances.
 - 3. References.
 - 4. Mock-up requirements.
 - 5. Authority and duties of Owner's representative or inspector.
 - 6. Sampling and testing.
 - 7. Testing and inspection services.
 - 8. Contractor's responsibilities.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. When specified, products will be tested and inspected either at point of origin or at Work site:
 - 1. Notify Engineer in writing well in advance of when products will be ready for testing and inspection at point of origin.
 - 2. Do not construe that satisfactory tests and inspections at point of origin is final acceptance of products. Satisfactory tests or inspections at point of origin do not preclude retesting or re-inspection at Work site.
- I. Do not ship products which require testing and inspection at point of origin prior to testing and inspection.

1.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When Manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

- A. ASTM International (ASTM):
 - 1. E329 - Standard for Agencies Engaged in Construction Inspection, Testing or Special Inspection.

1.05 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Engineer.

1.06 AUTHORITY AND DUTIES OF OWNER'S REPRESENTATIVE OR INSPECTOR

- A. Owner's Project Representative employed or retained by Owner is authorized to inspect the Work.
- B. Inspections may extend to entire or part of the Work and to preparation, fabrication, and manufacture of products for the Work.
- C. Deficiencies or defects in the Work which have been observed will be called to Contractor's attention.
- D. Inspector will not:
 - 1. Alter or waive provisions of Contract Documents.
 - 2. Inspect Contractor's means, methods, techniques, sequences, or procedures for construction.
 - 3. Accept portions of the Work, issue instructions contrary to intent of Contract Documents, or act as foreman for Contractor. Supervise, control, or direct Contractor's safety precautions or programs; or inspect for safety conditions on Work site, or of persons thereon, whether Contractor's employees or others.

- E. Inspector will:
 - 1. Conduct on-site observations of the Work in progress to assist Engineer in determining when the Work is, in general, proceeding in accordance with Contract Documents.
 - 2. Report to Engineer whenever Inspector believes that Work is faulty, defective, does not conform to Contract Documents, or has been damaged; or whenever there is defective material or equipment; or whenever Inspector believes the Work should be uncovered for observation or requires special procedures.

1.07 SAMPLING AND TESTING

- A. General:
 - 1. Prior to delivery and incorporation in the Work, submit listing of sources of materials, when specified in sections where materials are specified.
 - 2. When specified in sections where products are specified:
 - a. Submit sufficient quantities of representative samples of character and quality required of materials to be used in the Work for testing or examination.
 - b. Test materials in accordance with standards of national technical organizations.
- B. Sampling:
 - 1. Furnish specimens of materials when requested.
 - 2. Do not use materials which are required to be tested until testing indicates satisfactory compliance with specified requirements.
 - 3. Specimens of materials will be taken for testing whenever necessary to determine quality of material.
 - 4. Assist Engineer in preparation of test specimens at site of work, such as soil samples and concrete test cylinders.

1.08 TESTING AND INSPECTION SERVICES

- A. Contractor will employ and pay for specified services of an independent firm to perform Contractor quality control testing as required in the technical specifications for various work and materials.
- B. Owner will employ and pay for specified services of an "Owner's independent testing firm" certified to perform testing and inspection as required in the technical specifications for various work and materials or stipulated in Section 01455 - Special Tests and Inspections to confirm Contractor's compliance with Contract Documents.
- C. The Owner's independent testing firm will perform tests, inspections and other services specified in individual specification sections and as required by Owner and requested by the Engineer.
- D. The qualifications of laboratory that will perform the testing, contracted by the Owner or by the Contractor, shall be as follows:
 - 1. Has authorization to operate in the state where the project is located.
 - 2. Meets "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
 - 3. Meets requirements of ASTM E329.
 - 4. Laboratory Staff: Maintain full time specialist on staff to review services.

5. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards (NBS) or accepted values of natural physical constants.
 6. Will submit copy of report of inspection of facilities made by Materials Reference Laboratory of NBS during most recent tour of inspection, with memorandum of remedies of deficiencies reported by inspection.
- E. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing inspections and source quality control as required by Engineer or Owner.
- F. Contractor shall cooperate with Owner's independent testing firm, furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested:
1. Notify Engineer and Owner's independent testing firm 48 hours prior to expected time for operations requiring testing.
 2. Make arrangements with Owner's independent testing firm and pay for additional samples and tests required for Contractor's use.
- G. Limitations of authority of testing Laboratory: Owner's independent testing firm or Laboratory is not authorized to:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.
- H. Testing and employment of an Owner's independent testing firm or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- I. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same Owner's independent testing firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- J. The Owner's independent testing firm responsibilities will include:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Engineer.
 7. Attend preconstruction meetings and progress meetings.

- K. Owner's independent testing firm individual test reports: After each test, Owner's independent testing firm will promptly submit electronically and 3 hard copies of report to Engineer and to Contractor. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Certified test results stamped and signed by a registered Engineer.
 10. Summary of conformance with Contract Documents.
 11. When requested by Engineer, the Owner's independent testing firm will provide interpretation of test results.
- L. Owner's independent testing firm will provide monthly report of certification to identify all work performed for special inspections and other contract requirements on this project. The following certified monthly report at a minimum will include but not limited to:
1. Results of testing.
 2. Testing logs.
 3. Outstanding deficiencies.
 4. Various statistical data.
 5. Testing curves (up to 4 types) as required by the Engineer.

1.09 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with Owner's independent testing firm or laboratory personnel and provide access to construction and manufacturing operations.
- B. Secure and deliver to Owner's independent testing firm or laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
- C. Provide to Owner's independent testing firm or laboratory and Engineer preliminary mix design proposed to be used for concrete, and other materials mixes which require control by testing laboratory.
- D. Furnish electronically and 5 hard copies of product test reports.
- E. Furnish incidental labor and facilities:
1. To provide access to construction to be tested.
 2. To obtain and handle samples at Work site or at source of product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify Owner's independent testing firm or laboratory 48 hours in advance of when observations, inspections and testing is needed for laboratory to schedule and perform in accordance with their notice of response time.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01770
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Contract closeout requirements including:
 - 1. Final cleaning.
 - 2. Waste disposal.
 - 3. Touch-up and repair.
 - 4. Disinfection of systems.
 - 5. Preparation and submittal of closeout documents.
 - 6. Certificate of Substantial Completion.

1.02 REFERENCES

- A. American Water Works Association (AWWA).

1.03 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Substantial Completion.
- B. Employ skilled workers who are experienced in cleaning operations.
- C. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- D. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- E. Clean roofs, gutters, downspouts, and drainage systems.
- F. Broom clean exterior paved surfaces and rake clean other surfaces of site work:
 - 1. Police yards and grounds to keep clean.
- G. Remove dust, cobwebs, and traces of insects and dirt.
- H. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- I. Clean light fixtures and replace burned-out or dim lamps.
- J. Probes, elements, sample lines, transmitters, tubing, and enclosures have been cleaned and are in like-new condition.

1.04 WASTE DISPOSAL

- A. Arrange for and dispose of surplus materials, waste products, and debris off-site:
 - 1. Prior to making disposal on private property, obtain written permission from Owner of such property.
- B. Do not create unsightly or unsanitary nuisances during disposal operations.
- C. Maintain disposal site in safe condition and good appearance.
- D. Complete leveling and cleanup prior to Final Completion of the Work.

1.05 TOUCH-UP AND REPAIR

- A. Touch-up or repair finished surfaces on structures, equipment, fixtures, and installations that have been damaged prior to inspection for Substantial Completion.
- B. Refinish or replace entire surfaces which cannot be touched-up or repaired satisfactorily.

1.06 CLOSEOUT DOCUMENTS

- A. Submit following Closeout Submittals before Substantial Completion:
 - 1. Punch list of items to be completed or corrected with the request for issuance of Substantial Completion.
 - 2. Evidence of Compliance with Requirements of Governing Authorities.
 - 3. Project Record Documents.
 - 4. Approved Operation and Maintenance Manuals.
 - 5. Approved Warranties and Bonds.
 - 6. Completed contract requirements for commissioning and process start-up.
- B. Submit following Closeout Submittals before final completion of the Work and at least 7 days prior to submitting Application for Final Payment:
 - 1. Punch list of items have been completed and Engineer and Owner are satisfied that all deficiencies are corrected.
 - 2. Evidence of Payment and Release of Liens or Stop Payment Notices as outlined in Conditions of the Contract.
 - 3. Release of claims as outlined in Conditions of the Contract.
 - 4. Submit certification of insurance for products and completed operations, as specified in the General Conditions.
 - 5. Final statement of accounting.

1.07 PROJECT RECORD DOCUMENTS

- A. Maintain at Project site, available to Owner and Engineer, 1 copy of the Contract Documents, shop drawings, and other submittals in good order:
 - 1. Mark and record field changes and detailed information contained in submittals and change orders.
 - 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks, and other buried utilities. Reference dimensions to permanent surface features.

3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits and filled conduits.
5. Provide schedules, lists, layout drawings, and wiring diagrams.
6. Make annotations in either electronic format or hard copy format with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

- B. Maintain documents separate from those used for construction:
 1. Label documents "RECORD DOCUMENTS."
- C. Keep documents current:
 1. Record required information at the time the material and equipment is installed and before permanently concealing.
 2. Engineer will review Record Documents weekly to ascertain that changes have been recorded.
- D. Affix civil engineer's or professional land surveyor's signature and registration number to Record Drawings to certify accuracy of information shown.
- E. Deliver Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- F. Record Documents will be reviewed monthly to determine the percent complete for the monthly pay application.
- G. Updated Record Documents are a condition for Engineer's recommendation for progress payment.
- H. Final Schedule Submittal as specified in Section 01324B.

1.08 MAINTENANCE SERVICE

- A. Maintenance service as specified in technical specifications.

1.09 SUBSTANTIAL COMPLETION

- A. Obtain Certificate of Substantial Completion.

1.10 FINAL COMPLETION

- A. When Contractor considers the Work is complete, submit written certification that:
 1. Work has been completed in accordance with the Contract Document:
 2. Punch list items have been completed or corrected.
 3. Work is ready for final inspection.

- B. Engineer will make an inspection to verify the status of completion with reasonable promptness.
- C. Should the Engineer consider that the Work is incomplete or defective:
 - 1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 - 3. Engineer shall re-inspect the Work.

1.11 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer at least 7 days prior to final Application for Payment.
- B. Statement shall reflect all adjustments to the Contract amount:
 - 1. The original Contract amount.
 - 2. Additions and deductions resulting from:
 - a. Change Orders.
 - b. Units installed and unit prices.
 - c. Set-offs for uncorrected or incomplete Work.
 - d. Set-offs for liquidated damages.
 - e. Set-offs for reinspection payments.
 - f. Extended engineering and/or inspection services and inspection overtime.
 - g. Excessive shop drawings review cost by the Engineer.
 - h. Other adjustments.
 - 3. Total Contract amount, as adjusted.
 - 4. Previous payments.
 - 5. Remaining payment due.
- C. Engineer will prepare a final Change Order reflecting approved adjustments to the Contract amount which were not previously made by Change Orders.

1.12 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment reflecting the agreed upon information provided in the final statement of accounting.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01783
WARRANTIES AND BONDS

SEE GENERAL CONDITIONS

Information provided in this section is intended for use only when the provisions of Article 5 of the General Conditions do not specify with enough clarity

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Warranty and bonds requirements.

1.02 SUBMITTALS

- A. For each item of material or equipment furnished under the Contract:
 - 1. Submit form of manufacturer's warranty prior to fabrication and shipment of the item from the manufacturer's facility.
 - 2. Submit form of manufacturer's special warranty when specified.
- B. Provide consolidated warranties and bonds within 15 calendar days of Substantial Completion:
 - 1. Contents:
 - a. Organize warranty and bond documents:
 - 1) Include Table of Contents organized by specification section number and the name of the product or work item.
 - b. Include each required warranty and bond in proper form, with full information, are certified manufacturer as required, and are properly executed by Contractor, or subcontractor, supplier, or manufacturer.
 - c. Provide name, address, phone number, and point of contact of manufacturer, supplier, and installer, as applicable.
 - 2. Hardcopy format:
 - a. Submit 2 copies.
 - b. Assemble in 3 D-side ring binders with durable cover.
 - c. Identify each binder on the front and spine with typed or printed title "Warranties and Bonds"; Project Name or Title, and the Name Address and Telephone Number of the Contractor.
 - 3. Electronic copy in PDF format:
 - a. Submit 1 copy.

1.03 OWNER'S RIGHTS

- A. Owner reserves the right to reject warranties.
- B. Owner reserves the right to refuse to accept Work for the project if the required warranties have not been provided.

1.04 RELATIONSHIP TO GENERAL WARRANTY AND CORRECTION PERIOD

- A. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, both Contractor's general warranty and the correction period requirements.

- B. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty, nor does such affect or limit Contractor's performance obligations under the correction period.

1.05 MANUFACTURER'S WARRANTY MINIMUM REQUIREMENTS

- A. Written warranty issued by item's manufacturer.
- B. Project-specific information, properly executed by product manufacturer, and expressly states that its provisions are for the benefit of the Owner.
- C. Covers all costs associated with the correction of the defect, including but not limited to removal of defective parts, new parts, labor, and shipping:
 - 1. When correcting warranted Work that has failed, remove and replace other Work that had been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- D. Provides a timely response to correct the defect:
 - 1. Manufacturer shall provide, in a timely fashion, temporary equipment as necessary to replace warranted items requiring repair or replacement, when warranted items are in use and are critical to the treatment process, as defined by Owner.
 - 2. In the case that Owner has to provide temporary equipment to replace function of warranted item requiring repair or replacement, manufacturer shall reimburse Owner for such costs associated with the temporary equipment.
- E. Warranty commence running on the date of substantial completion:
 - 1. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit warranty within 10 calendar days after acceptance, listing date of acceptance as beginning of warranty period.
- F. Duration of Warranty: 1 year.

1.06 MANUFACTURER'S SPECIAL WARRANTY

- A. Manufacturer's special warranty is a written warranty published by the manufacturer which includes the requirements specified in the section where the item is specified.
 - 1. Includes Project-specific information and requirements, properly executed by product manufacturer, and expressly states that its provisions are for the benefit of the Owner. Technical sections indicate Project-specific requirements that differ from the minimum warranty requirements for that item:
 - a. Examples include extending the duration of manufacturer's warranty or to provide increased rights to Owner.

1.07 WARRANTY WORK

- A. Contractor's responsibilities:
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.

- B. Replacement cost:
 - 1. Upon determination that work covered by warranty has failed, replace or rebuild the work to an acceptable condition complying with requirement of the Contract Documents:
 - a. Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether Owner has benefited from the use of the work through a portion of its anticipated useful service life.
- C. Related damages and losses:
 - 1. When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- D. Owner's recourse:
 - 1. Written warranties are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitation on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- E. Reinstatement of warranty:
 - 1. When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement:
 - a. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

1.08 IMPLIED WARRANTIES

- A. Warranty of title and intellectual rights:
 - 1. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.
 - 2. Provisions on intellectual rights, including patent fees and royalties, are in the General Conditions, as may be modified by the Supplementary Conditions.
- B. Implied warranties: Duration in accordance with Laws and Regulations.

1.09 BONDS

- A. Bond requirements as specified in the technical sections.
- B. Bonds commence running on the date of substantial completion:
 - 1. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit warranty within 10 calendar days after acceptance, listing date of acceptance as beginning of bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 03925

CONCRETE REPAIR AND COATING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Coating of existing concrete, including coating systems, surface preparation, application requirements, and quality control requirements.

1.02 REFERENCES

- A. ASTM International (ASTM):
1. C109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-Inch Cube Specimens).
 2. C882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.
 3. C827 - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures.
 4. C942 - Standard Test Method for Compressive Strength of Grouts for Preplaced-Aggregate Concrete in the Laboratory.
 5. D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 6. D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 7. D638 - Standard Test Method for Tensile Properties for Plastic.
 8. D1107 - Standard Test Method for Ethanol-Toluene Solubility of Wood.
 9. D1653 - Standard Test Methods for Water Vapor Transmission of Organic Coating Films.
 10. D2240 - Standard Test Method for Rubber Property - Durometer Hardness.
 11. D2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
 12. D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
 13. D4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
- B. NACE International (NACE):
1. SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- C. The Society for Protective Coatings (SSPC):
1. SP-2 - Hand Tool Cleaning.
 2. SP-3 - Power Tool Cleaning.
 3. SP-10 - Near-White Blast Cleaning.
 4. PA-2 – Procedure for Determining Conformance to Dry Coating Thickness Requirements
- D. United States Department of Agriculture (USDA).

1.03 DESCRIPTION OF WORK

- A. Furnish all labor, tools, equipment, materials, and other items required to:
 - 1. Apply 100 percent solids Elastomeric Polyurethane coating to all concrete surfaces of the existing ultraviolet (UV) disinfection channels as specified in this Section.
- B. Owner will remove all UV disinfection modules and associated items prior to work in each channel, one channel at a time, where work is to be accomplished.
- C. Contractor shall provide a UV module template (described below) to be used in surface preparation to ensure that a uniform channel width is provided prior to coating. Contractor shall grind channel walls to provide a uniform 2-foot $\frac{1}{2}$ -inch width channel (+1/16-inch) as originally shown for the original UV channel construction prior to concrete repair and coating.

1.04 AREAS OF WORK

- A. Interior surfaces of existing UV Channels 1-3 as described in this Section:
 - 1. Prepare and coat all interior wall and floor surfaces as shown on Attachment 1 to the Drawings (Original construction record drawings).

1.05 SEQUENCE OF WORK

- A. Work sequence and constraints are outlined in Section 01140. This section outlines the constraints with respect to the coating work sequence.
- B. Channels 1 and 2 are currently in services and shall be removed from service one at a time for the surface preparation and coating. With specified notification, Owner will remove UV modules and equipment from the channel. Contractor shall protect the existing structure, wireways and low-pressure air lines and valves in Channels 1 and 2. Channel three is not in use and does not have wireways and/or piping that requires protection.
- C. Prepare interior surfaces of UV Channel 1, UV Channel 2, and UV Channel 3, one at a time, in preparation for inspection by the Owner, Design Engineer, Construction Manager, Contractor, and coating manufacturer's technical representative:
 - 1. Wash and degrease all interior surfaces.
 - 2. Abrasive blast clean all concrete surfaces to remove loose concrete and provide a "broom" type finish similar to 60-grit sandpaper.
- D. After inspection, complete the surface preparation, including additional abrasive blasting and grinding to provide a uniform channel width prior to coating. The Contractor shall employ a template to ensure the UV channel width is a minimum of 2-foot $\frac{1}{2}$ -inch wide prior to coating.
- E. Existing concrete channel surface defects are illustrated by photos in Attachment A to this specification
- F. Complete any required epoxy injection work, additional abrasive blast cleaning, and coating application as specified and required by the Design Engineer, Construction Manager and in this Section. Coating application requires a high level of tolerance to allow the existing equipment to fit in the channel.

- G. Perform UV module fit check using the UV module template to confirm that the modules will fit with at least a 1/4-inch tolerance between coated channel wall and UV modules.
- H. Perform inspection and necessary repairs to coating as specified in this Section.

1.06 SUBMITTALS

- A. Shop drawings: Submit prior to start of work.
- B. Product data for 100 percent solids polyurethane coating system:
 - 1. Manufacturer's literature including installation procedure and warranty for coating system.
 - 2. For unnamed products: Test results of product from approved material testing laboratory certifying that product meets or exceeds required physical properties.
 - 3. Certification of manufacturer's technical services representative.
- C. Testing procedure in accordance with ASTM D4263.
- D. Coating applicator licensing:
 - 1. Approval and licensing by manufacturer of 100 percent solids elastomeric polyurethane coating for coating applicator to apply this system.
- E. Manufacturer's instructions: Submit in accordance with requirements for product data.
- F. Manufacturer's technical representative's field reports.
- G. Blast and overspray protection: Contractor shall provide a submittal that documents the method of overspray and blast protection for the in-service channels and other features of the installation.
- H. Template fabrication drawing that provides dimensions and thickness of template members.

1.07 QUALITY ASSURANCE

- A. Qualifications of 100 percent solids elastomeric polyurethane coating applicator:
 - 1. At least 5 years of experience applying type of coating under conditions similar to the Work specified in this Section:
 - a. Submit list of 5 references for similar projects completed.
- B. Qualifications of 100 percent solids elastomeric polyurethane coating manufacturer's technical services representative:
 - 1. Minimum 3 years of experience involving applications of 100 percent solids elastomeric polyurethane epoxy.
 - 2. Shall be available as required to support application of specified product.
- C. Regulatory requirements: Include requirements concerning the following:
 - 1. Abrasives and abrasive blast cleaning techniques and disposal.

- D. Pre-installation conference:
 - 1. Conduct prior to start of work at mutually agreed time by the Owner and Contractor.
 - 2. Coating manufacturer's technical services representative shall attend pre-installation conference.
- E. Compatibility of coatings: Use products by same manufacturer for prime coats, intermediate coats, and finish coats on same surface, unless specified otherwise.
- F. Coating thickness – Conform to level 2 tolerance as defined in SSPC-PA 2.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Remove unspecified and unapproved materials from Project site immediately.
- B. Deliver containers with labels identifying the manufacturer's name, brand name, product type, batch number, date of manufacturer, expiration date or shelf life, color, and mixing and reducing instructions.
- C. Store materials in a well-ventilated facility that provides protection from the sun, weather, and fire hazards.
 - 1. Maintain ambient storage temperature between 45- and 90-degrees Fahrenheit, unless otherwise recommended by the manufacturer.
- D. Take precautions to prevent fire and spontaneous combustion.

1.09 PROJECT CONDITIONS

- A. Surface moisture contents: Do not coat surfaces that exceed coating manufacturer specified moisture contents.
- B. Do not coat:
 - 1. Under dusty conditions.
 - 2. When light on surfaces measures less than 15 foot-candles.
 - 3. When ambient or surface temperature is less than 45 degrees Fahrenheit.
 - 4. When relative humidity is higher than 85 percent.
 - 5. When surface temperature is less than 5 degrees Fahrenheit above dewpoint.
 - 6. When surface temperature exceeds coating manufacturer's recommendation.
 - 7. When ambient temperature exceeds 90 degrees Fahrenheit, unless coating manufacturer allows a higher temperature.
- C. Provide fans, heating devices, dehumidification equipment, or other means recommended by manufacturer to prevent formation of condensate or dew on surface of substrate, coating between coats, and within curing time following application of last coat.
- D. Provide protection of in-service UV channel and equipment from blast or coating overspray. Contractor shall submit means of protection for approval by the Owner and Construction manager.

1.10 WARRANTY

- A. Special warranty:
1. Duration: 1 year warranty on concrete repair and coating work accomplished under this Contract stating that Contractor will provide all labor and materials to repair any defects that occur after completion and acceptance date of work at no cost to the Owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. 100 percent solids polyurethane coating system materials:
1. The following or equal:
 - a. Global Eco-Technologies, Inc. EnduraFlex EF-1988.

2.02 MATERIALS

- A. Elastomeric polyurethane coating:
1. 2 components, 100 percent solids, elastomeric polyurethane which contains no sand or silica fillers.
 2. Certified by an approved material testing laboratory to be resistant to hydrogen sulfide and sodium hypochlorite and meet the following requirements:

Physical Properties	Test Method	Results
Durometer Hardness @ 75 Degrees Fahrenheit, Shore D	ASTM D2240	50-70 Shore D
Tensile Strength	ASTM D638	2,800-3,000 pounds per square inch
Percent Elongation	ASTM D638	65 percent
Abrasion Resistance	ASTM D4060	53 milligrams
Impact Resistance	ASTM D2794	35 pounds per square inch
Tear Resistance	ASTM D624	Greater than 200 pounds per square inch
Water Vapor Permeability	ASTM D1653 Test Method A, at 75-80 mils	0.048 grams per 23 hours per foot squared

3. Coating System, one of the following or equal:
 - a. Endura-Flex EF-1988:
 - 1) Apply total dry film thickness (DFT) of 120-130 mils, or as required to be pin-hole free, consisting of a minimum 70 mils of expanded Endura-Flex EF 1988 with minimum 50 mils topcoat of solid Endura-Flex 1988.
4. Primer: one of the following or equal:
 - a. Endura-Flex 1200P Epoxy Primer:
 - 1) Only to be used in conjunction with Endura-Flex EF-1988.
 - 2) Primer to be used only as recommended by coating manufacturer's technical representative. Standard DFT is 2-4 mils.

5. Filler: one of the following or equal:
 - a. Endura Flex EF1000FP Ceramic Filler:
 - 1) Only to be used in conjunction with Endura-Flex EF-1988.

2.03 UV MODULE CHANNEL WIDTH TEMPLATE

- A. UV Module template shall be provided to confirm channel width:
 1. Dimensions 2-feet wide, 3-feet long and 6-feet tall, all dimensions within plus or minus 1/16-inch.
 2. Constructed of a minimum of ¼-inch thick stainless-steel angle or plate, including sufficient bracing that the template maintains the required shape.
 3. Contractor shall model the template based on the existing 2-feet by 2-feet by 6-feet UV modules that are currently installed in Channel 1 and 2.

PART 3 EXECUTION

3.01 GENERAL PREPARATION

- A. Protect equipment or surfaces not scheduled to receive coatings.
- B. Wash and degrease all surfaces prior to abrasive blasting.
- C. Grind channel walls to provide a uniform width channel for coating. Utilize the UV Module template to confirm the channel width of 2-feet and ½-inch with a +1/16-inch tolerance.
- D. Utilize abrasive blast cleaning to remove surface contaminants and loose material for preparation of concrete surfaces.
 1. Remove debris from structure and dispose of material off site:
 - a. Compressed air used for blasting or blow downs must be clean and free of oil particles.
 - b. Air compressors must be equipped with efficient oil and water traps.
- E. Provide necessary heaters, fans, or dehumidification equipment to allow concrete to cure and to be surface dry for coating application
- F. Cleanliness:
 1. At the direction of the coating manufacturer's technical representative or the Owner, all surfaces shall be pressure cleaned with clean, potable water at a minimum pressure of 1,500 pounds per square inch to remove all dust, dirt, and other debris prior to the application of the elastomeric polyurethane coating.
- G. Expansion joints:
 1. Seal expansion joints with bond breaker tape.
 - a. Polyethylene-backed adhesive tape is acceptable.
 2. Prior to installation of bond breaker tape, round-off sharp edges, remove debris/dust, and inspect to assure that joint compound is reasonably flush with top edge of expansion joint.
 3. Apply a tack coat of elastomeric polyurethane coating material to adjacent areas, followed immediately with installation of the tape.

4. Install tape centered over the joint and be of sufficient width to extend a minimum of 1 inch onto the concrete on both sides of the joint.
5. Tape thickness should be no more than 50 percent of the specified coating thickness.
6. Topcoat bond breaker tape with elastomeric polyurethane coating material to the minimum specified thickness.

H. Inspection:

1. After completion of surface preparation the Owner, Design Engineer, Construction Manager, Coating Inspector and coating manufacturer's technical representative, will inspect all surfaces to be coated prior to coating.
2. Specified cleanliness shall be verified through the use of accepted practice in accordance with SSPC or NACE standards.
3. Utilize visual comparators to verify the specified level of cleanliness.

I. Abrasive-blast and concrete debris:

1. Remove debris generated from the preparation operations from the structures.
2. Haul and dispose of debris in accordance with all federal, State, and local regulations.

3.02 COATING APPLICATION

A. Equipment requirements:

1. Utilize plural component proportioning equipment capable of pumping 2 separate streams of polyurethane components at the required ratio volumetrically.
2. Have capability to heat the 2 different liquid components to a process temperature range from 100 to 125 degrees Fahrenheit depending on the set-up.
 - a. Do not use of band heaters.
3. Have capability to maintain process temperature to spray through a gun or pour through the nozzle.
 - a. The use of insulated heat-trace fluid lines is mandatory.
4. Have capability to pump at pressures ranging from 1,200 pounds per square inch to 3,000 pounds per square inch.
5. Have capability to bring the 2 separately proportioned streams together as one stream and mix them together to provide a homogenous mixture for reacting into a solid polymer of known properties.
6. Provide spray atomization tip sizes matched to the pumping equipment output which provides a fully atomized spray pattern, free of "fingers" without the addition of solvents of any kind.

B. Before start of application and at such times when long breaks are involved or application of equipment malfunctions, the following 4 material quality tests are recommended:

1. A ratio check to verify required volumetric proportioning.
2. A mixed material check to verify proper mixing of components.
3. Curing cycle test to verify the proper reaction is under way.
 - a. At least a pint sample is to be utilized.
 - b. First Durometer results should be determined within 15 minutes.
4. A weight check (10 ounces. Container with solid material and a 10 ounces. Container with expanded material) to verify proper expansion rate.

- C. All surfaces receiving the coating shall be visually dry and at least 5 degrees Fahrenheit (3 degrees Centigrade) above the dew point prior to starting the installation to prevent moisture entrapment:
 - 1. The relative humidity must be below 85 percent.
 - 2. Test surfaces to be coated in accordance with ASTM D4263.
 - a. Test method for indicating moisture in concrete is by the plastic sheet method.
- D. Compressed air used for coating application shall be clean and free of oil and water.
- E. Use primer only at direction of, and as recommended by coating manufacturer's technical representative.
- F. Mix polyurethane base component thoroughly with a power mixer.
 - 1. Heat base and activator to 100 to 110 degrees Fahrenheit prior to use.
- G. Materials conditioning:
 - 1. Perform in accordance with manufacturer's latest published data.
 - 2. Control temperature in order to produce a repeatable finished product on each application.
- H. Deposition of materials: Apply coating to be monolithic and cohesive in nature and to minimize hand work repair. Coating thickness shall meet the SPCC PA-2 level 2 tolerance.
- I. Leading edges: Install a mechanical anchor for the leading edge of the applied coating material:
 - 1. Leading edge mechanical anchor shall consist of a saw cut to a minimum depth of 1/4 inch and width of 1/8 inch.
 - 2. Sharp edges of the saw cut shall be dried, and cleaned of debris.
 - 3. After cleaning, solid base elastomeric polyurethane coating shall be applied into the saw cut, taking care to penetrate to full depth. The use of a trowel or putty knife might be required.
 - 4. After installation of the leading edge, topcoat the area with composite elastomeric polyurethane coating material.
 - a. Tape-off adjacent areas not scheduled for coating and protected from overspray.
- J. Curing:
 - 1. Protect finished coating from damage during curing.
 - 2. Cure coatings as recommended by coating manufacturer for a minimum of 3 days before coated areas are placed in service.
- K. Cleanup: Clean spillage and overspray from adjacent surfaces as recommended by coating system manufacturer.

3.03 INSPECTION AND TESTING

- A. The following inspection equipment (or Design Engineer, or Construction Manager accepted equal) shall be provided and utilized for performing quality control testing:
 - 1. Sling psychrometer.
 - 2. Surface temperature thermometer.
 - 3. Ambient temperature thermometer.

4. Psychrometric charts for determining relative humidity and dew point.
 5. High range wet and dry film thickness gauges.
 6. Micrometer.
 7. Durometer: A scale.
 8. Sample cans.
 9. Inspection glass: 30 power minimum.
 10. High voltage holiday detector.
- B. The following quality control tests shall be performed, with results recorded and made available to the Design Owner or Construction Manager:
1. Compressed air quality in accordance with blotter test.
 2. Environmental conditions prior to coating application, including substrate temperature, ambient temperature, relative humidity, and dew point.
 3. Observation of surface preparation, including anchor pattern prior to coating application.
 4. Results of ratio check of plural component proportioning equipment.
 5. Wet and dry film thickness measurements.
- C. The Owner, Design Engineer, Construction Manager, and coating manufacturer's technical representative shall be given sufficient notice so as to be present when the following hold points are reached:
1. Completion of surface preparation.
 2. Prior to coating application.
 3. During wet and dry film thickness measurements.
 4. During holiday detection testing.
- D. Surface cleanliness, pH condition:
1. Use either pH paper or a pH meter to determine the pH of the concrete surface.
 2. A pH range of 7 to 9 is considered acceptable.
- E. Enlist the aid of various tests and implement those tests to verify the integrity of the applied coating.
1. Permit the Owner, Design Engineer, Construction Manager and coating manufacturer's technical representative full access at all times to observe and be satisfied that the specification is being followed.
- F. Wet film thickness shall be monitored throughout the coating installation by means of frequent measurements with a high-range wet film thickness gauge. Alternatively a dry thick film measuring device for concrete may be used.
- G. All layers of material (expanded and solid) shall be applied the same day. This procedure is to ensure minimization of contamination of the coating:
1. If project is not completed, then at the end of the workday, a 3- to 12-inch "returning edge" of material will be left tapered to the substrate for the start of the next working day.
 2. The "returning edge" shall be cleaned with MEK before proceeding to spray on start up to the following workday.
- H. Coating shall be 100 percent electronically tested using high voltage in accordance with NACE procedure RP0188-88 inspected for discontinuities to include pinholes, voids, and mechanically damaged areas.

1. Any damaged areas, faulty areas, or discontinuities (pinholes) found during holiday detection within a 24-hour (within recoat window) period of application shall be corrected as follows:
 - a. Damaged or faulty areas (i.e., impact damage, off-ratio application):
 - 1) Clean area thoroughly, extending at least 6 inches beyond damaged area with MEK dampened cloth.
 - 2) Do not apply excessive MEK to repair area, the intent is to clean only.
 - 3) Allow MEK to thoroughly dry.
 - 4) When thoroughly dry to touch, spray area with coating to the specified thickness, feathering material into existing coating.
 - 5) In the event that the damaged area exhibits a discolored substrate substandard to the specified requirements, these areas shall receive the same degree of surface preparation required by the original project specifications prior to application of the coating material.
 - b. Discontinuity (pinhole) repair:
 - 1) Clean the immediate area around the detected discontinuity with MEK dampened cloth (do not apply excessive MEK to pinhole area, the intent is to clean only), allow MEK to thoroughly dry.
 - 2) Hand apply (putty knife, etc.) a small amount of mixed material directly to the pinhole.
 - 3) For pinhole repairs, hand mix and thoroughly blend a small amount (normally 2 or 3 ounces at a time, for each applicator) of Part A and Part B in correct ratios.
2. Any damaged areas, faulty areas, or discontinuities (pinholes) found during holiday detection inspection after 24 hours of coating installation (exceeding recoat window) shall be corrected as follows:
 - a. Damaged or faulty areas (i.e., impact damage, off-ratio application, etc.):
 - 1) Abrade the surface using a power grinder and/or power steel grinding brush down to and including exposed bare concrete to roughen the surface and to prepare the substrate to the original standard.
 - 2) Abraded areas shall extend at least 6 inches (15 centimeter.) beyond damaged or faulty area.
 - 3) After abrading the surface, vacuum or blow down with clean, dry compressed air thoroughly to remove all loose particles.
 - 4) Clean the area thoroughly, extending at least 6 inches (15 centimeter) beyond the damaged area with MEK dampened cloth (do not apply excessive MEK to pinhole area, the intent is to clean only), allow MEK to thoroughly dry.
 - 5) When thoroughly dry to touch, spray area with coating to the specified thickness, feathering the material into the existing prepared coating.
 - b. Discontinuity (pinhole) repair:
 - 1) Abrade (hand sand or power tool clean) the immediate areas around the detected pinhole (1/2-inch radius from edge of discontinuity) to establish a roughed surface, and to prepare the substrate to the original standard, followed with vacuuming or blow down with clean, dry compressed air to remove loose particles.
 - 2) After dust removal, wipe abraded area with MEK dampened cloth.
 - 3) Do not apply excessive MEK to pinhole area.
 - 4) The intent is to clean only. Allow MEK to thoroughly dry.

- 5) Hand apply (putty knife, etc.) a small amount of mixed material directly to the pinhole.
- 6) For pinhole repairs, hand mix and thoroughly blend a small amount (normally 3 ounces at a time for each applicator) of Part A and Part B in correct ratios.

3.04 FINAL INSPECTION AND ACCEPTANCE

- A. Final inspection:
 1. Following replacement of previously removed items, a final inspection of the repaired and coated structures shall be made by the Owner, Design Engineer, Construction Manager, Contractor, and the coating manufacturer's technical representative.
 2. Any damage that has occurred to the coating shall be repaired in accordance with the coating manufacturer's instructions.
- B. Final acceptance:
 1. Written final acceptance of the concrete repair and coating work accomplished to the interiors of the UV Channel structures, as specified in the Contract Documents, shall be prepared by the Design Engineer, Construction Manager or Owner and issued to the Contractor, with a copy to the coating manufacturer.

END OF SECTION

ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING SPECIFICATION
CONCRETE DEFECT PHOTOGRAPHS

ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

1. CHANNEL 1 - PHOTO A



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

2. CHANNEL 1 – PHOTO B



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

3. CHANNEL 1 – PHOTO C



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

4. CHANNEL 1 – PHOTO D



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

5. CHANNEL 2 – PHOTO A



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

6. CHANNEL 2 – PHOTO B



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

7. CHANNEL 2 – PHOTO C



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

8. CHANNEL 2 – PHOTO D



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

9. CHANNEL 2 – PHOTO E



ATTACHMENT A
SECTION 03925 CONCRETE REPAIR AND COATING
CONCRETE DEFECT PHOTOGRAPHS

10. CHANNEL 2 – PHOTO F



END OF ATTACHMENT A

SECTION 03931
EPOXY INJECTION SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Epoxy injection system.

1.02 REFERENCES

- A. ASTM International (ASTM):
1. C881 - Standard Test Method for Epoxy-Resin-Base Bonding Systems for Concrete.
 2. C882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear.
 3. D638 - Standard Test Method for Tensile Properties of Plastics.
 4. D648 - Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
 5. D695 - Standard Test Method for Compressive Properties of Rigid Plastics.
 6. D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

1.03 SUBMITTALS

- A. General: Submit as specified in Section 01330 - Submittal Procedures.
- B. Product data:
1. Manufacturer's data completely describing epoxy injection system materials, and including test methods and results for strength in tension, flexure, compression and bond; flexural modulus of elasticity; coefficient of thermal expansion; and elongation.
- C. Quality control submittals:
1. Certificates of Compliance.
 2. Manufacturer's Instructions.
- D. Special procedure submittals:
1. Protection plan for surrounding areas and non-cementitious surfaces.

1.04 QUALITY ASSURANCE

- A. Products:
1. Provide materials that are new and use them within shelf life limitations set forth by manufacturer.
- B. Qualifications:
1. Installer:
 - a. Minimum 5 years' experience in concrete repair, with focus on application of similar systems and products to projects of similar size and scope.

- C. Pre-installation meeting:
 - 1. At least 1 week prior to commencing work of this Section, convene a meeting at the project site to review and discuss the following:
 - a. Surface preparation.
 - b. Substrate conditioning and pre-treatment.
 - c. Installation procedures.
 - d. Environmental conditions (including weather forecast) and curing requirements.
 - e. Testing and inspection procedures.
 - f. Protection of surrounding surfaces and equipment.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Labels shall include product identification, batch numbers, and shelf life information.
- B. Store materials off the ground and away from moisture and direct sunlight, and at temperatures within manufacturer's recommended range.
- C. Pre-condition materials to manufacturer's recommended temperatures before mixing and using.

1.06 PROJECT CONDITIONS

- A. Take precautions to protect surfaces and equipment in the work area from damage and staining.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
 - 1. Repair materials shall be free of chlorides or alkalis (except for those attributed to water).
 - 2. To ensure compatibility of materials and methods, a single manufacturer shall produce and provide all products used together in a single area of concrete repair.
- B. Manufacturers: One of the following or equal:
 - 1. Master Builders Solutions, MasterInject 1500.
 - 2. Sika Chemical Corp., Sikadur 35 Hi-Mod LV.
- C. Epoxy:
 - 1. In accordance with ASTM C881, Types I, II and IV, Grade 1, Class C.
 - 2. Water-insensitive 2-component low viscosity, epoxy adhesive material containing 100 percent solids and meeting or exceeding following characteristics when tested in accordance with standards specified:

Table 1 - Epoxy, Physical Properties		
Characteristic	Test Method	Required Results, minimum ^(1,2)
Viscosity (mixed)	--	250 - 375 centipoise
Tensile Strength	ASTM D638	7,500 pounds per square inch
Tensile Elongation at Break	ASTM D638	1 percent
Compressive Strength	ASTM D695	11,000 pounds per square inch
Compressive Modulus	ASTM D695	2.5 x 10 ⁵ pounds per square inch.
Bond Strength, slant shear, hardened concrete to hardened concrete	ASTM C882	1500 pounds per square inch at 2 days at minimum 73 degrees Fahrenheit. Concrete shall fail before failure of epoxy.
Heat Deflection Temperature	ASTM D648	124 degrees Fahrenheit
Notes:		
1)	Properties for mixes with neat epoxy.	
2)	Results after 7-day cure at temperature between 72 and 78 degrees Fahrenheit, unless otherwise noted.	

2.02 EQUIPMENT

- A. Injection pump:
1. Use positive displacement injection pump with interlock to provide in-line mixing and metering system for 2 component epoxy.
 2. Use pressure hoses and injection nozzle designed to properly mix of 2 components of epoxy.
 3. Standby injection unit may be required.

PART 3 EXECUTION

3.01 PREPARATION

- A. Surface preparation:
1. Confirm that surface temperature and moisture conditions are within manufacturer's recommended limits. Condition surfaces to within those limits before commencing epoxy injection.
 2. Sweep or clean area in vicinity of cracks that will be injected with epoxy. Leave area in generally clean condition after epoxy injection is complete.
 3. Clean cracks so they are free from dirt, laitance, and other loose matter.

3.02 INSTALLATION

- A. Install and cure epoxy materials in accordance with manufacturer's installation instructions.

- B. Mixing:
 - 1. Mix epoxy in accordance with manufacturer's installation instructions.
 - 2. Do not use solvents to thin epoxy system materials introduced into cracks or joints.

- C. Injection:
 - 1. Apply adequate surface seal to crack to prevent leakage of epoxy.
 - 2. Establish injection points at distance along crack not less than thickness of cracked member.
 - 3. Crack injection sequence:
 - a. Inject epoxy into crack or joint at first port with sufficient pressure to advance epoxy to adjacent port. Start at lowest port along the injection line and work upwards.
 - b. Seal original port and shift injection to next adjacent port where epoxy appears.
 - c. Continue port-to-port injection until crack has been injected for its entire length.
 - d. For small amounts of epoxy, or where excessive pressure developed by injection pump might further damage structure, premixed epoxy and use hand caulking gun to inject epoxy if acceptable to the Engineer.
 - e. Seal ports, including adjacent locations where epoxy seepage occurs, as necessary to prevent drips or run out.
 - f. After epoxy injection is complete, remove surface seal material, and refinish concrete in area where epoxy was injected to match existing concrete. Leave finished work and work area in a neat, clean condition.

3.03 FIELD QUALITY ASSURANCE

- A. Provide Contractor quality control as specified in Section 01450 - Quality Control.

- B. Field inspections and testing:
 - 1. Submit records of inspections and tests to Engineer within 24 hours after completion.

- C. Manufacturer's services.
 - 1. Pre-installation meeting: Provide manufacturer's technical representative to attend pre-installation meeting specified in this Section.

3.04 FIELD QUALITY CONTROL

- A. Provide Owner's quality assurance for the Work of this Section as specified in Section 01450 - Quality Control.

- B. Special inspections special tests, and structural observation:
 - 1. Not required.

- C. Field inspections:
 - 1. Preparation.
 - a. Review manufacturer's product data and installation instructions.

2. Required inspections.
 - a. Observe surfaces to be injected for temperature and moisture conditions and for surface preparation.
 - b. Observe conditioning and mixing of epoxy resin components.
 - c. Observe injection procedures for filling cracks.
3. Records of inspections:
 - a. Provide record of each inspection.
 - b. Submit to Engineer upon request.

3.05 NON-CONFORMING WORK

- A. Rework surface finishes that do not match surrounding concrete to the satisfaction of Engineer at no additional cost to Owner.

END OF SECTION

SECTION V
CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT

FY _____ Fund _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____, by
(city use only)

and between CITY OF PETALUMA (hereinafter called "CITY") and _____ (hereinafter called "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete the WORK as specified or indicated in the CITY'S Contract Documents entitled _____.

ARTICLE 2. COMPLETION OF WORK

The WORK shall be completed to the satisfaction of CITY within _____ (_____) working days from the commencement date stated in the Notice to Proceed. In no event, however, shall the WORK to be performed under this contract be considered to be complete until all construction items called for on the drawings, and specifications have been completed and the contract price paid in full.

ARTICLE 3. LIQUIDATED DAMAGES

A. CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of the CONTRACTOR's failure to fully perform the WORK or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the CITY liquidated damages in the sum of _____ Dollars (\$_____) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as

otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the CITY may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR.

- B. Liquidated damages will continue to accrue at the stated rate until final completion of the WORK. Accrued liquidated damages may be deducted by the CITY from amounts due or that become due to the CONTRACTOR for performance of the WORK. Liquidated damages may not be waived or reduced by CITY unless expressly waived or reduced in writing by the ENGINEER.

ARTICLE 4. PREVAILING WAGES

- A. Pursuant to California Labor Code Section 1771, CONTRACTOR and any subcontractor shall pay all workers employed in execution of the WORK in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the WORK. Copies of the prevailing rates of per diem wages are on file at the City Clerk's office and shall be made available to any interested party on request.
- B. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. In addition, CONTRACTOR and any subcontractor shall submit certified payroll records to the Labor Commissioner online: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.
- D. CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the WORK shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit Twenty-Five Dollars (\$25) for each worker employed in the

execution of the contract by the respective contractor or subcontractor for each calendar day during which the 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 so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

ARTICLE 5. CONTRACT PRICE

- A. CITY shall pay CONTRACTOR for completion of the WORK the sum of _____ Dollars (\$_____), based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, CONTRACTOR shall not be paid any compensation until such time as CONTRACTOR has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business license pursuant to the Petaluma Municipal Code.
- C. In no case shall the total contract compensation exceed _____ Dollars (\$_____) without the prior written authorization by the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the City Manager.

ARTICLE 6. BONDS

- A. Before entering upon the performance of the WORK, the CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the

CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein.

- C. The form of the Performance, Labor and Materials, and Maintenance Bonds are provided by the CITY as part of the Contract Documents. Only such bond forms provided by the CITY are acceptable and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

ARTICLE 7. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 8. RETENTION

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. Alternatively, the CONTRACTOR may request and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the

CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this section. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of the CONTRACTOR.

- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

ARTICLE 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- Maintenance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Specifications
- Special Provisions
- Drawings
- Federal Wage Rates dated _____ (if applicable)
- Form FHWA-1273 (if applicable)
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

ARTICLE 10. INSURANCE

The applicable insurance requirements, as approved by the City's Risk Manager, are set forth in **Exhibit B**, attached hereto and incorporated by reference herein. *[City use: check one.]*

ARTICLE 11. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend with counsel acceptable to CITY, and hold harmless to the full extent permitted by law, CITY and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the CITY. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
 3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall be in addition to, and shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. The CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

ARTICLE 12. DISCLAIMER AND INDEMNITY
CONCERNING LABOR CODE SECTION 6400

By executing this agreement the CONTRACTOR understands and agrees that with respect to the WORK, and notwithstanding any provision in this contract to the contrary, the CONTRACTOR, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by the CONTRACTOR in the performance of the WORK shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither CITY nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the WORK by the CONTRACTOR and/or its privities.

The CONTRACTOR shall take all responsibility for the WORK, shall bear all losses and damages directly or indirectly resulting to the CONTRACTOR, any subcontractors, the CITY, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the WORK, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the CONTRACTOR or of any subcontractor, including, without limitation, all losses, damages or penalties directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the CITY.

ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, CONTRACTOR (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the CITY. CONTRACTOR has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

ARTICLE 14. SUBCONTRACTORS

CONTRACTOR must obtain the CITY’s prior written consent for subcontracting any WORK pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between CONTRACTOR and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name CITY as an additional insured.

ARTICLE 15. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

CONTRACTOR shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. CONTRACTOR shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

ARTICLE 16. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

CITY: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Telephone: (707) 778-4360

CONTRACTOR: _____
(Contact Name)

(Business Name)

(Address)

(City, State, Zip)

(Telephone)

(E-mail)

ARTICLE 17. GOVERNING LAW/VENUE

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

ARTICLE 18. NON-WAIVER

The CITY's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

ARTICLE 19. THIRD PARTY BENEFICIARIES

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE 20. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 21. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY

CONTRACTOR _____

City Manager

By _____
(CORPORATE SEAL)

ATTEST:

Attest: _____

City Clerk

Address for giving notices:

APPROVED AS TO FORM:

City Attorney

Agent for service of process:

License Number

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

file name:

END OF AGREEMENT

AGREEMENT CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____ a
corporation existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the
Agreement dated _____, 20____, by and between
this Corporation and _____ and that his/her execution
thereof, attested by the Secretary of the Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation.”

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

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

Secretary

(SEAL)

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Petaluma, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of _____ Dollars (\$____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIALS BOND

WHEREAS, the City of Petaluma, State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City

State

Zip

Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF LABOR AND MATERIALS BOND

LABOR AND MATERIALS BOND

WHEREAS, the City of Petaluma, State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City

State

Zip

Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF LABOR AND MATERIALS BOND