

**City of Lathrop
Department of Public Works**

**City of Lathrop Facilities ADA Improvements
CIP GG 23-14**

CUPCCAA Informal Bid Solicitation



Approved: _____


Brad Taylor P.E. City Engineer

Date: July 17, 2023

CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS
PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

City of Lathrop Facilities ADA Improvements, CIP GG 23-14

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CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS
PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

City of Lathrop Facilities ADA Improvements, CIP GG 23-14

NOTICE TO CONTRACTORS

The City of Lathrop invites sealed informal bids for the construction of public improvements for the **City of Lathrop Facilities ADA Improvements, CIP GG 23-14**, City of Lathrop, California. Sealed bids will be received at the City of Lathrop, located at 390 Towne Centre Drive, Lathrop, CA until **6:00 PM, Thursday, August 3, 2023**. Bids submitted by mail shall be addressed to: City of Lathrop, Attention Senior Construction Manager / SEALED BID - CITY HALL ADA, 390 Towne Centre Drive, Lathrop, CA 95330.

A **Pre-Bid Meeting** will be held to allow prospective bidders to examine the exterior and grounds of the Lathrop Senior Center (15707 5th St, Lathrop, CA 95330), Community Center (15557 5TH St, Lathrop, CA 95330) and Generations Center (450 Spartan Way, Lathrop, CA 95330). The Pre-Bid Meeting will be held at **2:00 PM, July 27, 2023** at the Lathrop Senior Center, 15707 5th St, Lathrop, CA 95330.

SCOPE OF WORK

The scope of work to be performed under this contract is generally described as the demolition, removal and proper disposal of three (3) existing sets of passive double swing doors, framing modifications, electrical and data connections and installation of three (3) automated single slide / double pane glass entry doors and the installation of (1) passive single swinging door in 3 City-owned facilities: Senior Center, Community Center and Generations Center.

BIDDING INFORMATION

The value of this work is estimated at \$74,800 and requires the following bonds at the indicated percentages of contract value: Bid (10%), Payment (100%), Performance (100%) and a Guaranty Bond (10%) at the completion of the project, valid for one year.

A valid Class B (General Building) or Class C61 / D28 (Doors, Gates & Activating Devices) California Contractor's license is required to bid on this project.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS

This project is funded with Community Development Block Grant (CDBG) funds. Contractor shall adhere to applicable provisions in the Labor Compliance Manual & Contract Language, Attachment C.

In accordance with SB 854, all contractors who bid or work on Public Works projects for the City of Lathrop are subject to the following requirements:

- **DIR Registration.** Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code Section 1725.5 ("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal



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City of Lathrop Facilities ADA Improvements, CIP GG 23-14

for Work is deemed “not qualified” and the proposal of such a Bidder will be rejected as non-responsive. Pursuant to Labor Code Section 1725.5, all Subcontractors identified in a Bidder’s Subcontractors’ List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

INQUIRIES

All communication relative to the administration of this work shall be directed to Ken Reed, Senior Construction Manager, at kreed@ci.lathrop.ca.us, (209) 941-7363 or by calling the Public Works Department at (209) 941-7430.

ATTACHMENTS

A: Project Plans/Specifications (Exhibits 1-5)

B: Department of Housing and Community Development (CDBG) Labor Compliance Manual & Contract Language

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INSTRUCTIONS TO BIDDERS

BACKGROUND

The City of Lathrop is located in the San Joaquin Valley, 70 miles east of San Francisco, CA and has an approximate population of 35,000 people. The work will provide automated sliding glass doors for the entrance to the Lathrop City Hall. This work will reduce City Hall's climate control energy use and maintain the City's compliance with ADA public building access standards.

DESCRIPTION OF WORK

The work to be performed under this contract is generally described as, but not necessarily limited to the removal and proper disposal of three (3) existing sets of passive double swing doors, framing modifications, and provision and installation of 3 automated glass single slide / double pane entry doors and 1 passive swing door in three different City of Lathrop owned facilities, City of Lathrop Senior Center, Community Center and Generations Center. The Work shall include provision and connection of power and data wiring to provide operational doors connected to the City's security / remote entry system. All project materials shall be supplied by the Contractor, and the Work shall be performed in accordance with the Standard Specifications and the Construction Documents as defined in the General Conditions

The Work shall be performed in accordance with the Standard Specifications and the Construction Documents as defined in the General Conditions. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown in said Construction Documents, at no increase in cost to the City.

SITES OF WORK

Bidder is encouraged to attend the Pre-Bid Meeting at the City of Lathrop Senior Center on July 27, 2023 at 2:00 PM, and shall not rely solely on the work description.

The project sites are located with the City of Lathrop at the following locations:

- City of Lathrop Community Center: 15557 5th St.
- City of Lathrop Senior Center: 15707 5th St
- City of Lathrop Generations Center: 450 Spartan Way

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

All Contractors and Subcontractors shall adhere to applicable provisions of the CDBG Program Labor Compliance Manual & Contract Language attached to the bid documents, Attachment C. All required compliance forms must be submitted per CDBG requirements

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ENGINEER'S ESTIMATE

The engineer's estimate for the work contemplated by the Base bid schedule is \$74,800.

COMPLETION OF WORK

The Contractor shall commence work under this Contract on or before ten working days after receiving written Notice to Proceed from the City and shall fully **complete all work within 20 working days after the Notice to Proceed**, subject to provisions contained in the Construction Documents relating to extension of time. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete it within the time specified.

BID

Before submitting a Bid, bidders shall carefully examine and read the Construction Documents, visit the site of the work, fully inform themselves as to all existing site conditions and limitations. Bidders are required to inform themselves fully of the conditions relating to performance of the Work, and must employ, as far as possible, such methods and means in carrying out the Work as will not cause any interruption or interference to any other contractor or operations of the City or any other public agency.

Submission of a Bid shall be considered conclusive evidence that the Bidder has fully studied the Construction Documents, that Contractor has examined the site of the work, and that the Bidder is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Construction Documents.

Bids shall be properly executed upon the Bid form bound herein and made a part of these Construction Documents. All blank spaces in the Bid forms must be filled in, in black or blue ink. Numbers shall be stated both in words and in figures where indicated on the Bid form, and original, 'wet' signatures are required of all persons signing the Bid form. No changes on the Bid forms are allowed. In case of a difference in written words and figures, the amount stated in written words shall govern unless obviously in error.

SUBMISSION OF BIDS

All Bids must be submitted at the place and before the time prescribed in the Notice to Contractors. It is the Bidder's sole responsibility to see that his Bid is received in proper time. Bids received after that time will not be accepted.

Each Bid must be submitted in a non-transparent sealed envelope; if submitted by mail, enclose Bid envelope in another envelope addressed to:

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CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

INSTRUCTIONS TO BIDDERS

Public Works
Attention: Senior Construction Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

The sealed Bid envelope shall, in the lower right portion, be plainly identified with the following information:

- (a) Do not open before 6:00 PM on Thursday, August, 2023
- (b) Bid of: _____, Contractor.
- (c) CITY FACILITIES ADA IMPROVEMENTS

INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Construction Documents, or finds discrepancies in or omissions from the Construction Documents, he/she may submit to the City's Senior Construction Manager (as listed in *Section 00020 - Notice to Contractors* of these Specifications) a written request for an interpretation or correction thereof. All written requests must be received a minimum of 72 hours prior to bid opening; requests received after this time will not be accepted. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Construction Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of the Construction Documents. The City will not be responsible for any other explanations or interpretations of the Construction Documents. In the interest of providing information to plan holders quickly, Contractors are encouraged to provide email address(es) to the City.

ADDENDA

Any Addenda issued before the time of bid opening are deemed to be made a part of the Construction Documents.

MODIFICATION AND WITHDRAWAL OF BIDS

No modification of bids will be allowed. Any bidder may withdraw its bid, either personally or by telegraphic or written request, if such request is received by the Senior Construction Manager prior to the scheduled time for bid opening. Any bid so withdrawn may not be resubmitted.

Bids delivered to the Project Manager at the time set for opening shall be irrevocable, and no bidder may withdraw its bid for a period of 60 days after the date of the opening of bids.

BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder, whether a person, firm, partnership, corporation, or association, shall be allowed to make, file, or to be interested in more than one Bid for the same work unless alternate bids are

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called for. A person, firm, partnership, corporation, or association who has submitted a sub bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub bid or quoting prices to other Bidders.

DISQUALIFICATION OF BIDDERS

More than one Bid for the same work from a person, firm, partnership, corporation, or association under the same or different name will not be accepted. Reasonable ground for believing that any person, firm, partnership, corporation, or association is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders.

EXPERIENCE OF BIDDERS

Each Bid shall be supported by a statement of the Bidders' experience on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code Section 3300, the City of Lathrop has determined that the Contractor must possess a valid Class "B" (General Building) or Class C61 / D28 (Doors, Gates & Activating Devices) Contractor's license at the time of bid submission and maintain said license throughout completion of work necessary if awarded bid. 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 bid submission.

BIDDER'S STATEMENT OF SUBCONTRACTORS

In the form entitled List of Subcontractors, in the Information Required of Bidder and pursuant to Section 4107 of the Public Contract Code, the Bidder shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the Work fulfills the responsibilities of a prime contractor under Public Contract Code Section 4100, et. seq.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the Senior Construction Manager pursuant to provisions of Section 4107 of the Public Contract Code.

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CALIFORNIA WAGE RATE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 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 of Lathrop and shall be made available to any interested party on request. 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.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors, of every tier, to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

No Subcontractor Performance of Work without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

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Certified Payroll Records.

Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

PWR Monitoring and Enforcement. During the Work, pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

AWARD OF CONTRACT

Award of the Contract will be made only to Responsive Responsible Bidders possessing the ability to perform successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Award of the contract shall be made to the responsive responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest total bid shown in the bid schedule. Any challenge or contest of competing bids by Bidders must be submitted to the Senior Construction Manager in writing within 3 days from the date of bid opening.

The City of Lathrop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged businesses including minority and woman owned business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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Pursuant to Public Contract Code Section 1103, “Responsive Responsible Bidder” means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

BID SECURITY, BONDS AND INSURANCE

Each Bid shall be accompanied by a certified or cashier’s check or an approved Bid Bond in the amount of ten percent (10%) of the Total Bid Price payable to the City of Lathrop. 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 a Contract with the City, and will furnish the necessary insurance certificates, Payment Bond, Performance Bond and Maintenance (Guaranty) Bond; each of said bonds to be in the amounts stated below. In case of refusal or failure to enter into said Contract, 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, or one conforming substantially to it in form.

The successful bidder shall furnish a Performance Bond (100%), Payment Bond (100%) and Guaranty Bond (10%) of contract price.

The Bond Company acknowledges that the Performance Bond, Payment Bond, and Maintenance (Guaranty) Bond will be separately enforceable until each is separately released by the City of Lathrop. The release of one bond shall not release the remaining bond(s), even if all bonds share the same bond number.

CITY OF LATHROP RIGHTS RESERVED

The City of Lathrop reserves the right to accept or reject any or all Bids, to waive any irregularity in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interest of the City of Lathrop.

EXECUTION OF CONTRACT

The form of Contract, which the successful Bidder as Contractor will be required to execute, is included in the Contract Documents of these Specifications, and should be carefully examined by the Bidder. The Contract will be executed in two original counterparts.

The successful Bidder shall execute and return all original Contract Documents to the Project Manager within 10 calendar days after receipt of the Notice of Award.

The successful Bidder shall also secure all required bonds and insurance and furnish such bonds and certificates of insurance and endorsements indicating proof of coverage, and complete the Guaranty simultaneously with execution of the Contract.

RETAINAGE FROM PAYMENTS

The Contractor may elect to receive 100 percent of payments due under the Construction Documents from time to time, without retention of any portion of the payment by the City of

SECTION 00100

Lathrop, by depositing securities of equivalent value with the City of Lathrop or escrow agent, all in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City of Lathrop, whose decision on valuation of the securities shall be final. Securities eligible for Investment under this provision shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or other security agreed to by City of Lathrop and Contractor.

LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the time specified for Substantial Completion in the Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City, as liquidated damages and not as a penalty, the sum of \$100 per each working day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion for the Project. The said amount is fixed and agreed on by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages that the City will sustain by failure of the Contractor to complete the Work on time, including damages, some of which are indefinite. Said amount is agreed to be a reasonable estimate of the amount of damages which the City will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.

(END OF SECTION)

SECTION 00300

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the bid. The City of Lathrop reserves the right to award only the work contemplated or none of the work.

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CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
 CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14

BID SCHEDULE

| BID ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | EXTENDED TOTAL |
|-----------------|--|-----------------|--------------|-------------------|-----------------------|
| 1 | Mobilization, Removal, Off haul and dispose of Existing Doors and associated materials. | 1 | LS | | |
| 2 | City of Lathrop Senior Center Provide and Install (Gildor) or equivalent quality Dual Panel glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the door. Access/Safety controls and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 74"w x85"H. Door to slide from right to left | 1 | LS | | |
| 3 | City of Lathrop Community Center Provide and Install (Gildor) or equivalent Dual Panel Glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the door. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 112"w x85"H. Door to slide from right to left | 1 | LS | | |
| 4 | City of Lathrop Generations Center Provide and Install (Gildor) or equivalent Dual Panel Glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the three doors. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 74"w x93"H. Door to slide from right to left | 1 | LS | | |

SECTION 00300

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

| | | | | | |
|---|---|---|----|--|--|
| 5 | City of Lathrop Community Center Provide and Install Dual Panel glass single manual door with 1" insulated Gray Glass with reflective coating on exterior. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door frame dimensions approximately 38"W x 85"H. | 1 | LS | | |
|---|---|---|----|--|--|

TOTAL BID: _____

TOTAL BID IN WORDS: _____

SECTION 00300

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

- (2) Bidder's telephone number: _____
- (3) Bidder's fax number: _____
- (4) Bidder's Contractor's License (Class): _____
License No.: _____
Expires: _____
- (5) Person who inspected site of proposed work for Contractor's firm:
Name: _____ Date of Inspection: _____
- (6) List 3 projects of a nature similar to this project:

| Project | Contract Price | Name, Address and Telephone Number of Owner |
|---------|----------------|---|
| | | |
| | | |
| | | |

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List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

| <u>Work to be Performed</u> | <u>Subcontractor License Number</u> | <u>Percent of Total Contract</u> | <u>Subcontractor's Name & Address</u> |
|-----------------------------|-------------------------------------|----------------------------------|---|
| 1. _____ | _____ | _____ | _____ _____ |
| 2. _____ | _____ | _____ | _____ _____ |
| 3. _____ | _____ | _____ | _____ _____ |
| 4. _____ | _____ | _____ | _____ _____ |
| 5. _____ | _____ | _____ | _____ _____ |
| 6. _____ | _____ | _____ | _____ _____ |

Note: Attach additional sheets if required.

SECTION 00300

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

Dated

Legal Name of Firm

Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

SECTION 00300

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____

as PRINCIPAL, and _____

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS GG 23-14.**

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

SECTION 00300

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 20__.

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Address: _____

Address: _____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

SECTION 00300

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF)
) ss.
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly 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 of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted 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 associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of _____

State of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

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

Seal _____

Signature _____

SECTION 00300

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

SECTION 00500

CONTRACT

This Contract, dated _____, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and _____, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

- 1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
 - a.) This project is funded with Community Development Block Grant (CDBG) funds. Contractors and Subcontractors shall adhere to applicable provisions of the CDBG Program Labor Compliance Manual & Contract Language attached to the bid documents, of this contract ATTACHMENT B. All required compliance forms must be submitted per CDBG requirements.
- 2. General Scope of Project and Work. Construction Documents for the **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to the removal of three (3) existing sets of double swing doors, framing modifications and installation of 3 automated single slide glass doors, 1 swinging door and all appurtenances at the three different City of Lathrop owned facilities, as more fully described in the Project Plans and Specifications of the Informal Bid Solicitation, City of Lathrop Facilities ADA Improvements and incorporated herein by reference.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ _____ (Written Price)

- 3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference

SECTION 00500

(i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by _____ on August 3, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project

SECTION 00500

site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work

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without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) 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,

SECTION 00500

apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, 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 contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.

SECTION 00500

- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY 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, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed

SECTION 00500

- pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

(209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor’s bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

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- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

SECTION 00500

- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

SECTION 00500

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

SAMPLE CONTRACT

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Manager's approval.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By: _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

SECTION 00610

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

PERFORMANCE BOND

Bond No: _____
Premium: _____
Contract No: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into a Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated _____, 20__, and identified as project **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, GG 23-14** is hereby referred to and made a part hereof; and

WHEREAS, the principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the principal and _____, as surety, are held and firmly bound unto the City of Lathrop ("City"), in the sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

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

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by 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 the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and

Surety above named, on _____, 20__.

ADDRESS OF Contractor:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

ADDRESS OF SURETY:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(END OF SECTION)

SECTION 00620

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION**

PAYMENT (LABOR AND MATERIALS) BOND

Bond No: _____

Premium: _____

Contract No. _____

PAYMENT (LABOR AND MATERIALS) BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into an Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated _____, 20__, and identified as project **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14** is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Contract, principal is required before entering upon the performance of the work to file a good and sufficient payment with the City of Lathrop 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, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Lathrop and all Contractors, subcontractors, laborers, material, men and other persons employed in the performance of the Contract and referred to in the above-mentioned Code of Civil Procedure 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 the surety will pay the same in an amount not exceeding the amount set forth above, 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 rendered.

It is hereby expressly stipulated and agreed that this bond shall insure 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 conditions 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, alternation or addition to the terms of said Contract 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.

SECTION 00620

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION **PAYMENT (LABOR AND MATERIALS) BOND**

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

ADDRESS OF PRINCIPAL:

ADDRESS OF SURETY:

(END OF SECTION)

SECTION 00660

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

WORKER'S COMPENSATION CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

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

Contractor: _____

By: _____

Title: _____

(END OF SECTION)

SECTION 00670

GUARANTY (WARRANTY) BOND ACKNOWLEDGMENT

TO the City of Lathrop

The undersigned guarantees the construction and installation of the work included in this project.

A Guaranty (Warranty) Bond similar to the provided Guaranty Bond Form on the following page is required to be submitted prior to project acceptance by the City. The Guaranty (Warranty) Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees.

Signature of Bidder

Date

SECTION 00670

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

GUARANTY

Bond No: _____
Premium: _____
Contract No: _____

GUARANTY (WARRANTY) BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF LATHROP, (hereinafter referred to as “City”) and _____, (hereinafter referred to as “Principal”) have entered into an Agreement (“Contract”) for the **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14**; and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$ _____] to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City’s rights against the others.

SECTION 00670

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name and Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

Address

By _____
Signature

Print Name and Title

(END OF SECTION)

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS

Wherever used in these General Conditions, Special Conditions, General Requirements, Technical Specifications, Construction Documents or in any other part of these specifications the following terms have the meanings indicated:

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

Application for Payment - The form furnished by the CITY which is to be used by the CONTRACTOR to request progress or final payment and which includes such supporting documentation as is required by the Construction Documents.

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 Payment Bonds and other instruments, which protect against loss due to inability or refusal of the CONTRACTOR to perform its Contract.

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 Time, issued on or after the Effective Date of the Contract.

CITY - The public body or authority, corporation, association, firm, or person with whom the CONTRACTOR has entered into the Contract and for whom the WORK is to be provided. Said public body is The City of Lathrop, located at 390 Towne Centre Drive, Lathrop, California 95330.

CITY'S REPRESENTATIVE - Contract construction manager or City personnel at the City's discretion.

City Engineer - The City Engineer is the City Engineer of the City of Lathrop.

Construction Documents - The Notice to Contractors, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary Conditions, Technical Specifications, Drawings, and all addenda, and change orders executed pursuant to the provisions of the Construction Documents.

Contract - The written contract between the CITY and the CONTRACTOR covering the WORK to be performed; when other documents are attached to the Contract they become part of the contract.

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CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
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GENERAL CONDITIONS

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

Contract Time - The number of successive calendar days stated in the Construction Documents for the completion of the WORK.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Contract.

COST OF WORK – The sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work.

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 Construction Documents or the State Standard Specifications; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Construction 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 show the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Construction Documents. Shop Drawings are not Drawings as so defined.

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

ENGINEER – The person, firm, or corporation responsible for plan preparation and named as such in the Construction Documents.

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

Inspector – The person, firm, or corporation, as designated by the CITY as responsible for determining whether or not the WORK is constructed in accordance with the Construction Documents.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

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 would enter into a Contract.

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CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

GENERAL CONDITIONS

Notice to Proceed - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Owner – The Owner is the City of Lathrop located at 390 Towne Centre Drive, Lathrop, California 95330.

Partial Completion - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

Project - The total construction of which the WORK to be provided under the Construction Documents, may be the whole, or a part thereof.

Project Engineer – Who is the ENGINEER’S Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions.

Project Manager - The authorized representative of the City who is assigned to manage the Project.

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 and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the WORK.

Standard Plans - The latest edition of the Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Lathrop or its corresponding agency, office or officer acting under this contract.

Standard Specifications - The latest edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Lathrop or its corresponding agency, office or officer acting under this contract. Only those specific sections of the Standard Specifications that are referenced shall be incorporated into the Construction Documents.

Subcontractor - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Construction Documents, so that the WORK can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refers to substantial completion thereof.

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

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Technical Specifications - Those portions of the Construction Documents consisting of the General Requirements and Technical Requirements.

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

WORK - The entire completed construction required to be furnished under the Construction Documents. WORK is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Construction Documents.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 Delivery of Bonds/Insurance Certificates

- A. When the CONTRACTOR delivers the signed Contracts 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 Construction Documents.

2.2 Copies of Documents

- A. The CITY will send two (2) copies of the Contract to the Contractor for signature. After signing and returning both copies, the CITY shall furnish to the Contractor one (1) original copy of the executed Contract.

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

- A. The CONTRACTOR shall begin to perform the WORK within 10 working days after 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 carefully study and compare the Construction Documents and check and verify pertinent figures shown

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thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the CITY any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the CITY/ENGINEER before proceeding with any work affected thereby.

- C. The CONTRACTOR shall submit to the CITY for review by the CITY/ ENGINEER those documents called for under Section entitled "Contractor Submittals" in the General Requirements.

2.5 Subcontract Limitations

- A. The CONTRACTOR shall perform not less than 50 percent of the Work with its own forces (i.e., without subcontracting). The 50 percent requirement shall be understood to refer to the Work, the value of which totals not less than 50 percent of the Contract Price.

2.6 Pre-Construction Conference

- A. A pre-construction conference attended by the CONTRACTOR, the CITY and others as appropriate will be held to discuss the WORK in accordance with the applicable procedures specified in the General Requirements. The CONTRACTOR shall submit the Project Schedule at this meeting.

2.7 Finalizing Schedules

- A. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the CITY, and others as appropriate will be held to finalize the schedules submitted in accordance with the General Requirements.

2.8 Hours of Work

- A. The CONTRACTOR shall schedule an 8-hour workday between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday unless otherwise approved by the CITY or modified in the Supplementary Conditions. No work requiring City inspection shall be allowed outside of normal working hours, or on weekends or holidays without written authorization of the CITY. Normal working hours are defined as being Monday through Friday, 8:00 a.m. to 5:00 p.m.

2.9 City Furnished Materials

- A. The CITY will not furnish any materials for this project. All materials required for the successful performance of this contract shall be furnished by the Contractor.

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ARTICLE 3 -- CONSTRUCTION DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent

- A. The Construction Documents comprise the entire contract between the CITY and the CONTRACTOR concerning the WORK. The Construction Documents are complementary; what is called for by one is as binding as if called for by all. The Construction Documents will be construed in accordance with the law of the place of the State of California and local municipal codes and regulations.
- B. It is the intent of the Construction Documents to describe the WORK, functionally complete, to be constructed in accordance with the Construction Documents. Any work, materials, or equipment that may reasonably be inferred from the Construction Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. 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 (whether or not specifically incorporated by reference in the Construction Documents) shall be effective to change the duties and responsibilities of the CITY, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Construction Documents.
- C. If, during the performance of the WORK, the CONTRACTOR finds a conflict, error, or discrepancy in the Construction Documents, the CONTRACTOR shall so report to the CITY in writing at once, and before proceeding with the work affected thereby, shall obtain a written interpretation, clarification, or correction from the ENGINEER.

3.2 Order of Precedence of Construction Documents

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Construction Documents, the order of precedence shall be as follows:
 - 1. Change orders
 - 2. Contract
 - 3. Addenda
 - 4. CONTRACTOR'S Bid (Bid Form)
 - 5. Supplementary Conditions
 - 6. Notice Inviting Bids
 - 7. Instructions to Bidders
 - 8. General Conditions
 - 9. Technical Specifications
 - 10. Referenced Standard Specifications

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- 10a. Caltrans Standard Specifications
- 10b. Lathrop Design & Construction Standards
- 11. Drawings

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 Contract Drawings
- 4. Contract Drawings govern over standard drawings

3.3 Amending and Supplementing Construction Documents

- A. The Construction 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).

3.4 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 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.

3.5 Conflicts within Construction Documents

- A. Should the Construction Documents contain conflicts and/or contradictions, the more stringent shall apply at the CITY's discretion.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

- A. The CITY shall furnish, as indicated in the Construction 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 Construction Documents. Nothing contained in the Construction 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

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been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the CITY'S REPRESENTATIVE prior to said use; and, neither the CITY nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

4.2 Physical Conditions - Subsurface and Existing Structures

- A. Explorations and Reports: Reference is made to the Paragraph entitled "Physical Conditions" of the Supplementary Conditions for identification of those reports of explorations and tests of sub- surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Construction Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such reports or the completeness thereof is the responsibility of the CONTRACTOR.
- B. Existing Structures: Reference is made to the Paragraph entitled "Physical Conditions" of the Supplementary 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 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Construction Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the CONTRACTOR.

4.3 Differing Site Conditions

- A. The CONTRACTOR shall notify the CITY'S REPRESENTATIVE in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 days from the 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 Construction Documents including those reports and documents discussed in Paragraph 4.2; and.
 - 2. Unknown physical conditions at the site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Documents including those reports and documents discussed in Paragraph 4.3.
- B. The CITY'S REPRESENTATIVE will review the pertinent conditions and determine the necessity of obtaining additional explorations or tests with respect thereto.

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- C. If the CITY'S REPRESENTATIVE concludes that because of newly discovered conditions a change in the Construction 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 of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the CITY and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore 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 or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.4 Physical Conditions – Underground Utilities

- A. Shown or Indicated: The information and data shown or indicated in the Construction Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the ENGINEER by the CITY, Underground Utility Companies or by others. Unless it is expressly provided in the Supplementary Conditions and/or the Section entitled "Protection and Restoration of Existing Facilities" of the General Requirements, the CITY and the ENGINEER shall 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 shown or indicated in the Construction Documents, for coordination of the WORK with Underground Utility Companies during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Construction Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify to the CITY'S REPRESENTATIVE of such Underground Utility and give written notice thereof in accordance with the requirements of the Supplementary Conditions and Section entitled "Protection and Restoration of Existing Facilities" of the General Requirements.

4.5 Reference Points

- A. The ENGINEER will provide the CONTRACTOR with drawings showing benchmarks and reference points as it deems necessary to establish lines and grades required for the completion of the Site Work specified in the Contract Documents. The CONTRACTOR shall make or furnish all surveys and set all construction stakes necessary for the completion of the work.

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- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.6 **Asbestos, Hazardous Waste, or Toxic or Radioactive Materials**

- A. If the CONTRACTOR observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site to which the CONTRACTOR or any Subcontractor, Supplier, or other person may be exposed, the CONTRACTOR shall immediately notify the CITY'S REPRESENTATIVE and thereafter confirm any oral notice in writing. The CITY'S REPRESENTATIVE shall promptly consult with the ENGINEER and the CONTRACTOR concerning such condition and determine the necessity of CITY'S retaining special consultants or qualified experts to deal therewith. The CONTRACTOR shall not perform any work in connection therewith prior to receipt of special written instructions from the CITY'S REPRESENTATIVE.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 **Performance and Other Bonds**

- A. The CONTRACTOR shall furnish satisfactory Performance Bond in the amount of 100 percent of the Contract Price and Payment Bond in the amount of 100 percent of the Contract Price as security for the faithful performance and payment of all the CONTRACTOR'S obligations under the Construction Documents. The Guaranty (Warranty) Bond shall remain in effect at least until one year after the date of Acceptance of Public Improvements by the City as applicable, except as otherwise provided by Law or Regulation or by the Construction Documents. The CONTRACTOR shall also furnish such other Bonds as may be required by the Supplementary Conditions.
- B. 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.

5.2 **Insurance**

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Construction Documents, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Contract up to the date of Substantial Completion/Notice of Completion as applicable, pursuant to acceptance of the WORK by the CITY'S governing body, but the CONTRACTOR'S liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required. The minimum

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insurance requirements shall be as follows unless modified in the Supplementary Conditions:

| <u>Coverage for Which Insurance is Afforded</u> | <u>Limits of Liability</u> |
|--|--|
| Worker's Compensation & Employer's Liability | \$1,000,000 Statutory |
| Bodily Injury Liability Except automobile | \$2,000,000.00 Each occurrence |
| | \$4,000,000.00 Aggregate |
| | \$2,000,000 Products / completed operations aggregate |
| Bodily Injury Liability Automobile | \$2,000,000.00 Combined Single Limit |

1. The liability policy shall include Commercial, Comprehensive General Liability and Umbrella Liability coverage providing coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage and Personal and Advertising Injury, hazards of explosion, collapse and underground liability; the liability policy shall contain no exclusion for "XCU hazards." The coverage shall be provided on an "occurrence" basis. AUTOS shall include all auto exposure whether owned or non-owned, hired, returned or leased.
2. If the work performed involves the use of mechanical equipment for the purpose of grading of land, excavating, paving or drilling, the policy shall include coverage for liability of the insured for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith, below surface of the ground, whether owned by third parties or the CITY.
3. The policy includes a "Severability of Interest" provision and Cross Liability coverage.
4. If such policies are canceled or changed during the period of coverage as stated herein in such a manner as to affect this Certificate, thirty (30) days' written notice shall be mailed to the said City of Lathrop.

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5. The Contractor shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverage set out herein and be written for not less than the limits of liability and coverage provided in the General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Contract up to the date of acceptance by the City and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with Paragraph 13.6 but the Contractor's liabilities under this contract shall not be deemed limited in any way to the insurance coverage required.
 6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII
 7. All insurance provided by CONTRACTOR under this Agreement shall be primary to any insurance available to CITY. All insurance provided under this Agreement shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY
 8. The coverage afforded under the above policies is subject to all the terms of the policies designated herein and meets all the provisions called for in Paragraph 5.2B
- B. The CONTRACTOR shall furnish the CITY with original endorsements at least as broad as CG 20 26 11 85 or its equivalent showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the CITY and each additional insured by certified mail. All such insurance shall remain in effect until the date the City accepts the work as complete and at all times there-after when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with Paragraph 13.6. In addition, the insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the City of Lathrop, its officials, officers, employees, agents and volunteers as "additional insured's" under the policies.
1. Workers' Compensation and Employer's Liability: This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S

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Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the CITY or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions in the General Conditions. To the extent that the CONTRACTOR'S work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.
3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The CONTRACTOR shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary Conditions or insure the activities of its subcontractors in the CONTRACTOR'S own policy, in like amount.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 **Supervision and Superintendence**

- A. The CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Construction Documents. The CONTRACTOR shall be responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Construction Documents.
- B. The CONTRACTOR shall designate in writing and keep on the work site at all times during its progress a technically qualified, English-speaking superintendent, who shall not be replaced without written notice to the CITY. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of

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the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the CITY'S REPRESENTATIVE.

- C. The CONTRACTOR'S supervisor or superintendent shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the WORK by the CONTRACTOR until such time as such supervisor or superintendent is again present at the site.

6.2 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 Construction Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. 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 Construction 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 legal State, Federal or CITY holiday without the written consent of the CITY'S REPRESENTATIVE.
- 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 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the CITY'S REPRESENTATIVE in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event the CITY'S REPRESENTATIVE orders extra work 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 costs of inspection and testing performed during overtime work or on Saturday, Sunday, or any legal holiday by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR. The CITY shall have 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 Construction Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Construction Documents. All Suppliers'

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warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the CITY'S REPRESENTATIVE, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Construction Documents; but no provisions of any such instructions will be effective to assign to the CITY, or any of the CITY's 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 Paragraphs 9.9C and 9.9D.

6.3 Adjusting Progress Schedule

- A. The CONTRACTOR shall submit any adjustments in the progress schedule to the CITY'S REPRESENTATIVE for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.4 Substitutes or "Or-Equal" Items

- A. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.5 Concerning Subcontractors, Suppliers, and Others

- A. The CONTRACTOR shall be responsible to the CITY and the ENGINEER for the acts and omissions of its subcontractors and their employees regardless of tier to the same extent as CONTRACTOR is responsible to the CITY and the ENGINEER 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 or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime Contract.

6.6 Permits

- A. Unless otherwise provided in the Supplementary 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 under this Contract shall not be made the basis for claims for additional compensation. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all utility charges for connections to the WORK.
- B. 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

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copyrights held by others. If a particular invention, design, process, product, or device is specified in the Construction Documents for use in the performance of the WORK and if to the actual knowledge of the CITY or 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 shall be disclosed by the CITY in the Construction Documents. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) 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 Construction Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Laws and Regulations

- A. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, 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. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the CITY'S REPRESENTATIVE. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Construction 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. Where an individual State acts on occupational safety and health standards has been approved by Federal authority, then the provisions of said State act shall control.

6.8 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.

6.9 Use of Premises

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Construction Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY 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 or the

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ENGINEER 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 contract or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the CITY and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or the ENGINEER to the extent based on a claim arising out of the CONTRACTOR'S performance of the work.

6.10 Safety and Protection

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the WORK 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 construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify CITY'S REPRESENTATIVE of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY'S REPRESENTATIVE.

6.11 Shop Drawings and Samples

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to

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the CITY'S REPRESENTATIVE for review all shop drawings in accordance with the accepted schedule of Shop Drawings submittals specified in the General Requirements.

- B. The CONTRACTOR shall also submit to the CITY'S REPRESENTATIVE for review all samples in accordance with the accepted schedule of Sample submittals specified in the General Requirements.
- C. 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 Construction Documents.

6.12 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.

6.13 Liquidated Damages

- A. See Section *00100 - Instructions to Bidders*.

6.14 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidentally to the Contract or any performance of the WORK, but not from the active negligence or willful misconduct of the CITY and/or the ENGINEER. 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 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 Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;

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3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
 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 employees, or agents;
 6. Liabilities or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its employees, or agents; and,
 7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- 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) incurred by said CITY in enforcing the provisions of this Paragraph 6.13.
- C. The indemnification obligation under this Paragraph 6.13 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 Contractor's Daily Reports

- A. The CONTRACTOR shall complete a daily report indicating manpower, major equipment, subcontractors, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms prepared by the CONTRACTOR and acceptable to the CITY, and shall be submitted to the CITY'S REPRESENTATIVE at the conclusion of each workday.

6.16 Assignment of Contract

- A. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the CITY except as imposed by law. If the CONTRACTOR violates this provision, the Contract may be terminated at the option of the CITY. In such event, the CITY shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

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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 companies, or let other direct contracts therefore which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Construction Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each utility company and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with 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 work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and the others whose work will be affected.
- C. If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other contractor or utility company (or CITY), the CONTRACTOR shall inspect and report to the CITY'S REPRESENTATIVE in writing any delays, defects, or deficiencies in such 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 non-apparent defects and deficiencies in the other work.

7.2 Coordination

- A. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 -- CITY'S RESPONSIBILITIES

8.1 Communications

- A. The CITY shall issue all its communications to the CONTRACTOR through the CITY'S REPRESENTATIVE.

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8.2 Payments

- A. The CITY shall make payments to the CONTRACTOR as provided in Paragraphs 14.5 and 14.8.

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. The CITY shall identify and make available to the CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures, which have been utilized by the ENGINEER in preparing the Drawings and Technical Specifications.

8.4 Change Orders

- A. The CITY shall execute Change Orders as indicated in Paragraph 10.1D.

8.5 Inspections and Tests

- A. The CITY'S responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.3B.

8.6 Suspension of Work

- A. In connection with the CITY'S right to stop work or suspend work, see Paragraphs 13.4 and 15.1. Paragraphs 15.2 and 15.3 deal with the CITY'S right to terminate services of the CONTRACTOR under certain circumstances.

ARTICLE 9 – CITY'S REPRESENTATIVE/ENGINEER'S STATUS DURING CONSTRUCTION

9.1 City's Representative

- A. The CITY'S REPRESENTATIVE is the person, firm or corporation assigned to be the CITY'S representative during the construction period as set forth in the Supplementary Conditions. The duties and responsibilities and the limitations of authority of the CITY'S REPRESENTATIVE during construction are set forth in the Supplementary Conditions.

9.2 Visits to Site

- A. The CITY'S REPRESENTATIVE and/or the ENGINEER may make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Construction Documents. The CITY'S REPRESENTATIVE and/or the ENGINEER is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. The CITY'S REPRESENTATIVE and/or the ENGINEER shall not, during such

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visits or as a result of such observations of the CONTRACTOR'S work in progress, supervise, direct, or have control over the CONTRACTOR'S work.

9.3 **Project Engineer**

- A. The ENGINEER may furnish a Project Engineer to assist in observing the performance of the WORK. The Project Engineer is the ENGINEER'S agent.

9.4 **Clarifications and Interpretations**

- A. The ENGINEER, through the CITY'S REPRESENTATIVE, will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Construction Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Construction Documents.

9.5 **Authorized Variations in Work**

- A. The CITY'S REPRESENTATIVE and/or the ENGINEER may authorize minor variations in the WORK from the requirements of the Construction Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Construction Documents. These may be accomplished by a Field Order issued through the CITY'S REPRESENTATIVE and will require the CONTRACTOR to perform the work involved promptly. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.6 **Rejecting Defective Work**

- A. The CITY'S REPRESENTATIVE has authority to reject work, which the CITY'S REPRESENTATIVE and/or ENGINEER believes to be defective, and also has authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.

9.7 **Contractor Submittals, Change Orders, and Payments**

- A. In accordance with the procedures set forth in the General Requirements, the CITY'S REPRESENTATIVE and/or the ENGINEER will review all CONTRACTOR submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Construction Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Documents. The CITY'S and the ENGINEER'S review shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

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- B. In connection with the ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER'S responsibilities in respect of Applications for Payment, see Article 14.

9.8 Decisions on Disputes

- A. The CITY'S REPRESENTATIVE will be the initial interpreter of the requirements of the Construction Documents and judge of the acceptability of the WORK there under. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Construction Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the CITY'S REPRESENTATIVE in writing with a request for formal decision in accordance with this paragraph, which the CITY will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the CITY'S REPRESENTATIVE promptly but in no event later than 30 days after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the CITY'S REPRESENTATIVE within 30 days after such occurrence unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim.
- B. When functioning as arbiter and judge, the ENGINEER shall not show partiality to the CITY or the CONTRACTOR and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Construction Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.
- C. All contracts between the Contractor and his subcontractors and suppliers regardless of tier shall include a provision that subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the CITY by all terms and provisions of the Contract, including this arbitration provision.

9.9 Limitation on Engineer's Responsibilities

- A. Neither the ENGINEER'S authority to act under this Article 9 or other provisions of the Construction Documents nor any decision made by the ENGINEER in good faith whether to 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.

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- B. Whenever in the Construction 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 of the ENGINEER and CITY as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Construction Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Construction 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 and the CITY 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 9.9C or 9.9D.
- C. The ENGINEER and the CITY will not 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 and CITY will not be responsible for the CONTRACTOR'S failure to perform the WORK in accordance with the Construction Documents.
- D. The ENGINEER and CITY 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 Contract 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; these will be authorized by a written Field Order and/or a Change Order issued by the CITY based on recommendations by the Engineer. Upon receipt of any such document, the CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Construction Documents.
- B. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, a claim may be made therefore as provided in Articles 11 or 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Construction Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.

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- D. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
1. Changes in the WORK, which are ordered/recommended by the ENGINEER and agreed to by CITY pursuant to Paragraph 10.1A;
 2. Changes required because of acceptance of defective work under Paragraph 13.7;
 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;
or
 4. Any other changes agreed to by the parties.
- E. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 Allowable Quantity Variations

- A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Construction 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 the quantity of any unit price bid item of the WORK in excess of 25 percent.
- 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 Construction Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the CITY and the CONTRACTOR. If the CITY and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

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 shall be at its expense without change in the Contract Price.
- B. The Contract Price shall only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CITY promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the CITY 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 the occurrence

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of said event. All claims for adjustment in the Contract Price shall be determined by the CITY in accordance with Paragraph 9.8A if the CITY and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

- C. 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 Construction 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.
 3. On the basis of the cost of work (determined as provided in Paragraphs 11.2 and 11.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 11.4).

11.2 Cost of Work (Based On Time and Materials)

- A. General: The CONTRACTOR shall provide an approximate value of any extra work to be performed prior to starting the extra work. 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, the cost of work shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the CONTRACTOR shall each day, report to the CITY the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
- B. Labor: The cost of labor used in performing extra work by the CONTRACTOR, a subcontractor, or other forces will be the sum of the following:
1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the CITY that the services of foremen do not constitute a part of the overhead allowance.
 2. All payment imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

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At the beginning of the extra work and as later requested by the CITY, the CONTRACTOR shall furnish the CITY proof of labor compensation rates being paid.

- C. Materials: The cost of materials used in performing extra work will be the cost to the purchaser, whether CONTRACTOR or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 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 CITY'S REPRESENTATIVE. Markup except for actual costs incurred in the handling of such materials 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 work site, whichever price is lower.
 4. If in the opinion of the CITY'S REPRESENTATIVE 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 work site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim shall be made 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 "Labor Surcharge and Equipment Rental Rates" as published by the Department of Transportation. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR'S control, through direct City control, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall 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 publication specified in the Supplementary Conditions, an equitable rental rate for the equipment will be established by the CITY'S REPRESENTATIVE. The CONTRACTOR may furnish cost data, which might assist the CITY'S REPRESENTATIVE in the establishment of the rental rate.
1. All equipment shall, in the opinion of the CITY'S REPRESENTATIVE, 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,

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and shall furnish to the CITY'S REPRESENTATIVE, 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 the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work Site: The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid 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. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-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 shall be considered to be 1/2-day of operation. When CITY-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 11.2D, 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 work 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 in accordance with the provisions of Paragraph 11.2B, herein, which surcharge shall constitute full

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compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

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.

11.3 Special Services

- A. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the CITY'S REPRESENTATIVE in making estimates for payment for special services:
 1. When the CITY'S REPRESENTATIVE and the CONTRACTOR, by agreement, 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 CITY'S REPRESENTATIVE, 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 machining process in a fabrication or a machine shop facilities away from the job site, the charges for that portion of the work performed at the off-site facilities may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
 3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.
- B. All work performed hereunder shall be subject to all of the provisions of the Construction Documents and the CONTRACTOR'S sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the CITY'S REPRESENTATIVE for review prior to the performance of any work hereunder.

11.4 Contractor's Fee

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the CITY'S REPRESENTATIVE, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the WORK the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation

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for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2B, C, and D, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

| <u>Actual Necessary Cost</u> | <u>Overhead and Profit Allowance</u> |
|------------------------------|--------------------------------------|
| Labor | 15 percent |
| Materials | 10 percent |
| Equipment | 10 percent |
| Subcontractor | 5 percent |

- B. It is understood that labor, materials, and equipment 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 shall 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 for each separate work transaction.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 General

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the CONTRACTOR to the CITY’S REPRESENTATIVE promptly (but in no event later than 30 days) after the occurrence 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 60 days after such occurrence (unless the CITY’S REPRESENTATIVE 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 adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the CITY’S REPRESENTATIVE in accordance with Paragraph 9.8 if the CITY and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A.
- B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR provided that such time lost affects the critical path as shown on the CPM schedule if a claim is made therefore as provided in Paragraph 12.1A. Such delays shall include: acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy,

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fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage or freight embargoes.

- C. All time limits stated in the Construction Documents are of the essence of the Contract.

12.2 Extensions of Time for Delay Due to Inclement Weather

- A. Inclement weather is any weather condition or conditions resulting immediately there from, causing the CONTRACTOR to suspend construction operations or preventing the CONTRACTOR from proceeding with at least 75 percent of the normal labor and equipment force engaged on the work.
- B. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of inclement weather specified in paragraph entitled "Inclement weather delays" of the Supplementary Conditions. No extension of the Contract Time due to inclement weather will be considered until after the said number of days of inclement weather has been reached. However, no reduction in Contract Time will be made if said number of days of inclement weather is not reached.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

- A. The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Construction Documents and will not be defective. Prompt notice of defects known to the CITY and ENGINEER shall 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.

13.2 Access to Work

- A. The CITY'S REPRESENTATIVE, ENGINEER, other representatives of the CITY, testing agencies, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspections, and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

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13.3 Tests and Inspections

- A. The CONTRACTOR shall give the CITY'S REPRESENTATIVE timely notice of readiness of the WORK for all required inspections, tests, or approvals.
- B. If Laws or Regulations of the CITY, or any public body having jurisdiction other than the CITY, require any work to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall be responsible for and shall pay all costs in connection with testing the work for compliance with the Construction Documents unless stated otherwise in the Supplementary Conditions. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or the ENGINEER'S acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK.
- C. The CITY'S REPRESENTATIVE will make, or have made, such inspections and tests as the CITY'S REPRESENTATIVE deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Construction Documents. Unless otherwise specified in the Supplementary 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 Construction Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the CITY'S REPRESENTATIVE, as well as the cost of subsequent re-inspection and retesting. Neither observations by the CITY'S REPRESENTATIVE nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR'S obligation to perform the WORK in accordance with the Construction Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY'S REPRESENTATIVE.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the CITY'S REPRESENTATIVE, it must, if requested by the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at the CONTRACTOR'S expense unless the CONTRACTOR has given the CITY'S REPRESENTATIVE timely notice of the CONTRACTOR'S intention to perform such test or to cover the same and the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.
- F. If any work is covered contrary to the written request of the CITY'S REPRESENTATIVE, it must, if requested by the CITY'S REPRESENTATIVE, be uncovered for the CITY'S REPRESENTATIVE observation and replaced at the CONTRACTOR'S expense.

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- G. If the CITY'S REPRESENTATIVE considers it necessary or advisable that covered work be observed by the CITY'S REPRESENTATIVE or inspected or tested by others, the CONTRACTOR, at the CITY'S REPRESENTATIVE request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the CITY'S REPRESENTATIVE 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, 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, the CONTRACTOR shall 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 therefore as provided in Articles 11 and 12.

13.4 City May Stop the Work

- A. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Construction Documents, the CITY'S REPRESENTATIVE may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the WORK shall not give rise to any duty on the part of the CITY 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 CITY'S REPRESENTATIVE, the CONTRACTOR should promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the CITY'S REPRESENTATIVE, 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 One Year Correction Period

- A. If within one year after the date of Substantial Completion/Notice of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Construction Documents or by any specific provision of the Construction Documents, any work is found to be defective in the CITY'S sole and absolute discretion, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with CITY'S written notification, either correct such defective work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the CITY'S REPRESENTATIVE may have the defective work corrected or the

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rejected work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the CONTRACTOR.

13.7 Acceptance of Defective Work

- A. The City may accept any work performed defectively. Any such acceptance of defective work shall not waive the City's right to enforce a one-year correction period listed above in Section 13.6(A) unless such a waiver is expressly included in the written acceptance of defective work by the City and the City receives an agreed upon decrease in the contract price in exchange for the release of the above referenced one-year warranty on any defective work accepted.
- B. If, instead of requiring correction or removal and replacement of defective work, the CITY prefers to accept the work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY'S REPRESENTATIVE 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 Construction Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedule of Values (Lump Sum Price Breakdown)

- A. The CONTRACTOR shall provide a Schedule of Values (lump sum price breakdown) for all "Lump Sum" items of work. The Schedule of Values shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the CITY'S REPRESENTATIVE.

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 CITY'S REPRESENTATIVE for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Construction Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S 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

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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 to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified below and the total amount of all previous payments made to the CONTRACTOR.
 - 1. The CITY may retain 5 percent of each approved progress payment until the work is completed and accepted and release of retainage and other deduction as described in Section 14.10. occurs.
- 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 the Supplementary 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 \$5000 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, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "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.

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 final payment free and clear of all liens.

14.5 Review of Applications for Progress Payment

- A. The CITY'S REPRESENTATIVE will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or return the Application to the CONTRACTOR indicating in writing the CITY's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with the CITY 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 CITY may refuse to make payment of the full amount requested by the CONTRACTOR because claims have been made against the CITY on account of the CONTRACTOR'S performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the CITY to a credit against the amount

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recommended, but the CITY will give the CONTRACTOR written notice within 7 days stating the reasons for such action.

14.6 Partial Completion

- 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 CITY, 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 items or portions of the WORK to be partially utilized shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial completion, 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 and the CONTRACTOR'S one year correction period shall commence only after the date of Substantial Completion/Notice of Completion for the WORK.

14.7 Substantial Completion

- A. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the WORK is substantially complete and request that the CITY'S REPRESENTATIVE prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the CONTRACTOR and the CITY'S REPRESENTATIVE shall make an inspection of the WORK to determine the status of completion. If the CITY'S REPRESENTATIVE does not consider the WORK substantially complete, the CITY'S REPRESENTATIVE will notify the CONTRACTOR in writing giving the reasons therefore. If the CITY'S REPRESENTATIVE considers the WORK substantially complete, the CITY'S REPRESENTATIVE will prepare for execution and recordation the Certificate of Substantial Completion/Notice of Completion signed by the CITY and CONTRACTOR, which shall fix the date of Substantial Completion/Notice of Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 Final Application for Payment

- A. After the CONTRACTOR has completed all correction work referred to in Paragraph 14.7 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 Construction Documents, and after the ENGINEER has indicated that the WORK is acceptable, the

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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 Construction 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 CITY'S REPRESENTATIVE'S observation of the WORK during construction and final inspection, and the CITY'S REPRESENTATIVE'S review of the final Application for Payment and accompanying documentation, all as required by the Construction Documents, the CITY'S REPRESENTATIVE is satisfied that the WORK has been completed and the CONTRACTOR'S other obligations under the Construction Documents have been fulfilled, the CITY'S REPRESENTATIVE will, within 14 days after receipt of the final Application for Payment, indicate in writing the CITY'S REPRESENTATIVE'S recommendation of payment and present the Application to the CITY for payment.
- B. After acceptance of the WORK by the CITY'S governing body, 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 Construction Documents, including the following item:

Two times the value of outstanding items of correction work or punch list items indicated on the Certificate of Substantial Completion/Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the CITY within the time stated on the Certificate of Substantial Completion/Notice of Completion; 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.

14.10 Release of Retainage and Other Deductions

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the CITY will release to the CONTRACTOR the retainage funds withheld pursuant to the Contract, less any deductions to cover pending claims against the CITY pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Certificate of Substantial Completion/Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the CITY within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all

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claims for all monies withheld by the CITY under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

14.11 Contractor's Continuing Obligation

- A. The CONTRACTOR'S obligation to perform and complete the WORK in accordance with the Construction Documents shall be absolute. Neither recommendation of any progress or final payment by the CITY, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the CITY to the CONTRACTOR under the Construction Documents, nor any use or occupancy of the WORK or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Construction Documents or a release of the CONTRACTOR'S obligation to perform the WORK in accordance with the Construction Documents.

14.12 Final Payment Terminates Liability of City

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retainage as applicable, less deductions listed in Paragraph 14.9B herein. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the CITY and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the CITY or of any person relating to or affecting the WORK, except demands against the CITY for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

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 from the CITY'S REPRESENTATIVE of a notice of resumption of work. The CONTRACTOR shall 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 approved claim therefore as provided in Articles 11 and 12.

15.2 Termination of Contract by City (Contractor Default)

- A. In the event of default by the CONTRACTOR, the CITY may give 10 days' written notice to the CONTRACTOR of CITY'S intent to terminate the Contract and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall:
(1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its

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creditors; (2) fail to provide materials or workmanship meeting the requirements of the Construction Documents; (3) disregard or violate provisions of the Construction Documents or CITY'S REPRESENTATIVE'S instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Construction Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the CITY may then issue the Notice of Termination.

- B. In the event the Contract 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 shall be deducted from the balance which would have been due the CONTRACTOR had the Contract not been terminated and the WORK completed in accordance with the Construction 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 Contract by City (For Convenience)

- A. The CITY may terminate the Contract at any time if it is found that reasons beyond the control of either the CITY or CONTRACTOR make it impossible or against the CITY'S interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the CITY except: (1) for the value of work performed up to the date the Contract is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Contract is terminated, which would be needed in the WORK and which meet the requirements of the Construction Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the CITY'S REPRESENTATIVE in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 Termination of Contract by Contractor

- A. The CONTRACTOR may terminate the Contract upon 10 days written notice to the CITY, 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 Contract has not been received from the CITY 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 Construction Documents and within 60 days after presentation to the CITY by the CONTRACTOR of a request therefore, unless within said 10-day period the CITY shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims

SECTION 00700

specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 -- MISCELLANEOUS

16.1 Giving Notice

- A. Whenever any provision of the Construction 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 Construction 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 Construction Documents.

16.3 Right to Audit

- A. If the CONTRACTOR submits a claim to the CITY 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 discover 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 plants, 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 CITY for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

(END OF SECTION)

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

These Supplementary Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF CITY'S REPRESENTATIVE

The City's Senior Construction Manager shall be the designated CITY'S REPRESENTATIVE for the Project. The CITY'S REPRESENTATIVE shall act as directed by and under the supervision of the CITY and will confer with the CITY regarding its actions. The CITY'S REPRESENTATIVE'S dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER, and the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication by the CONTRACTOR with the CITY will be only through or as directed by the CITY'S REPRESENTATIVE.

SC-3 COORDINATION WITH OTHER CONTRACTORS

A. Coordination

Due to the nature of the work and its effects on other contracts and/or contractors in this project, the Contractor shall coordinate all work with the Engineer, other Contractors and utility companies.

SC-4 HOURS OF WORK

N/A

SC-5 CITY-FURNISHED MATERIALS

N/A

SC-6 PHYSICAL CONDITIONS – Subsurface and Existing Structures

N/A

SC-7 PHYSICAL CONDITIONS – Underground Utilities

N/A

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, GG 23-14
CUPCAA INFORMAL BID SOLICITATION**

SC-8 BONDS

N/A

SC-9 INSURANCE

N/A

SC-10 SUBCONTRACTOR'S INSURANCE REQUIREMENTS

N/A

SC-11 BUILDER'S RISK INSURANCE

N/A

SC-12 PERMITS

N/A

SC-13 COORDINATION OF PARTIES

N/A

SC-14 EQUIPMENT

N/A

SC-15 INCLEMENT WEATHER DELAYS

N/A

SC-16 TESTS AND INSPECTION, OUTSIDE AGENCIES

N/A

SC-17 TESTS AND INSPECTION, CITY OF LATHROP

N/A

SC-18 APPLICATION FOR PROGRESS PAYMENT

N/A

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, GG 23-14
CUPCAA INFORMAL BID SOLICITATION

(END OF SECTION)

ATTACHMENT A

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, GG 23-14
CUPCCAA INFORMAL BID SOLICITATION

PROJECT PLANS

Community Center Door #1
15557 5th St, Lathrop, CA 95330

Exhibit 1

- Note 1. 1 (Gildor) or equivalent in quality Single Aluminum automatic door Bronze in color
- Note 2. Door shall be (Left Handed Package)
- Note 3. The Work shall include provision and connection of power and data wiring to provide operational doors connected to the City's security / remote entry system
- Note 4. Door shall be equipped with opening and closing speed adjustments 3-5 seconds
- Note 5. Door shall be equipped with appropriate safety sensors to prevent from closing on person or object.
- Note 6. Minimum clear width of opening door shall be no less than 36"
- Note 7. Door shall be equipped with a manual override control/mechanism with key switch
- Note 8. Door shall have dual panel glass 1" insulated gray glass w/ reflective coating on exterior
- Note 9. A zero/flushed threshold shall be used for seamless transition

Community Center Door #1



ATTACHMENT A

GILDOR INC., MODEL SLM
SINGLE SLIDE DOOR PACKAGE
WITH FIXED SIDE PANELS

(O - SX) OR (SX - O)
(SHORT FORM SPECIFICATIONS)

(Gildor Model SLM Single Slide - No Substitutions)

Automatic sliding door package shall be by Gildor, Inc., with SLM drives, including microprocessor controlled, electro mechanical operator with an exposed, on site, self diagnostics via the BEDIS, two (2) wire readout control and monitoring pad.

Aluminum frames and doors for the automatic sliding door package shall be fabricated of 6063-T5 aluminum alloy. Header shall be self-supporting with the capability of being considered self-supporting with structural characteristics for up to fifteen (15) feet. Header will house all components including complete operator, extruded track, track wheels, and replaceable cap track. Each door carrier shall incorporate panic breakaway hardware with stainless steel pivoting shaft and solid brass pivot blocks. Each sliding door leaf shall have two (2) carriage wheel assemblies. Each carriage wheel assembly shall have three (3) contact track wheels for a total of six (6) contact roller wheels per active leaf per SINGLE SLIDE door package.

Automatic sliding doors shall be powered by means of SLM maintenance free, DC motor with mechanical gear drive assembly transmitted to the active leaves by reinforced tooth drive belt and direct tooth belt coupler.

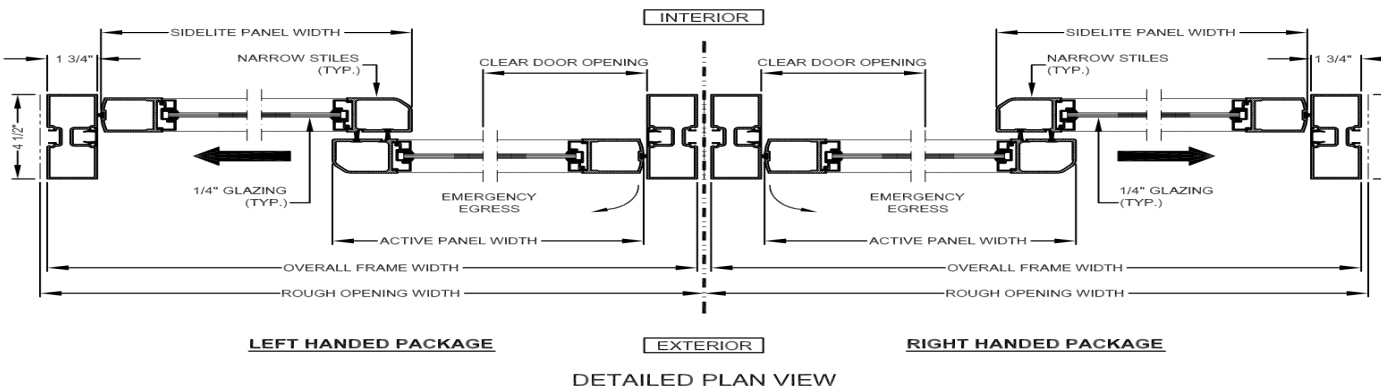
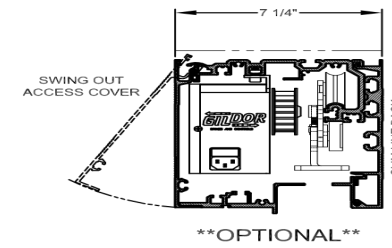
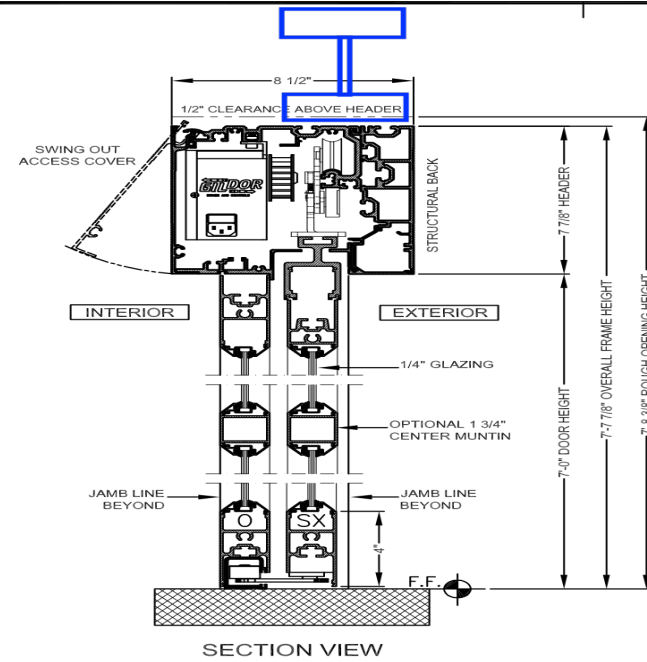
Doorway monitoring system to control door opening. As a standard, closing and hold open functions will be by dual holding beams. As an additional safety option, threshold presence detection mounted inside header is also available. A motion detection-sensing device will activate the automatic door. The microprocessor will encompass an additional integral-sensing device that shall automatically reverse the door(s) should an obstruction be encountered during the closing cycle. The GILDOR door package shall be automated by SLM drives and controls with a microprocessor controlled operating unit that automatically monitors mass, weight and friction of the moving leaves. It then defines and sets the opening, closing and creep location including the fully open and closed position of the door system.

Gildor's Model SLM computer control will work in conjunction with the remote two (2) wire BEDIS control pad. Exposed in place self-diagnostics to be permanently mounted at automatic door location for continuous on site self-diagnostics along with six (6) standard operating functions. Self-diagnostics to include mechanical interference forced entry, safety system, and motor and computer controls. It will be mandatory for these doors to have the capability of diagnosing all these functions. Each door package will have permanently mounted exposed on site self-diagnostics to eliminate false service calls.

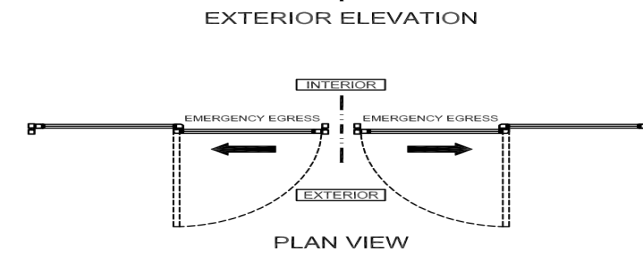
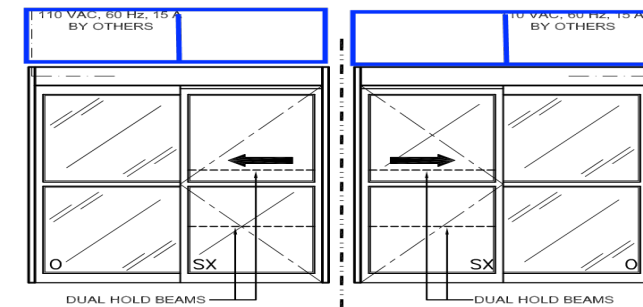
All hardware, guides and locks shall be manufacturer standard. Installation shall be performed by local factory trained distributor, or call Gildor Inc. directly.

GUARANTEE:

All GILDOR door packages, with SLM drives and controls will come with a limited one (1) year guarantee from the date of installation on all components, parts, and hardware.



LEFT HANDED PACKAGE RIGHT HANDED PACKAGE



Model SLM Single Slide Door Package With Fixed Sidelite And Break Away Lead Panels

| MODEL No. | CLEAR DOOR OPENING | OVERALL FRAME WIDTH | ROUGH OPENING WIDTH | SIDELITE PANEL WIDTH | ACTIVE PANEL WIDTH |
|-----------|--------------------|---------------------|---------------------|----------------------|--------------------|
| SLM-1-7 | 35 5/8" | 7'-0" | 7'-0 1/2" | 41 1/2" | 41 1/2" |
| SLM-1-8 | 41 5/8" | 8'-0" | 8'-0 1/2" | 47 1/2" | 47 1/2" |
| SLM-1-8.5 | 44 5/8" | 8'-6" | 8'-6 1/2" | 50 1/2" | 50 1/2" |
| SLM-CSTM | CONSULT FACTORY | | | | |

**NOTE: LARGER AND SMALLER SIZES AVAILABLE. CONSULT FACTORY DETAILS



ATTACHMENT A

Community Center Door #2
15557 5th St, Lathrop, CA 95330

Exhibit 2

- Note 1. Aluminum Bronze color Manual Swing door
- Note 2. Door shall be dual panel glass 1" insulated Gray Glass
- Note 3. Door shall have a reflective coating on exterior.
- Note 4. The Work shall include provision and connection of power and data wiring to provide operational doors connected to the City's security / remote entry system
- Note 5. Door shall be side hinged and open left to right and in the egress direction
- Note 6. Door opening force shall not exceed 5 lbs
- Note 7. Door shall be equipped with Lever style handle and adjustable closing speed with Schlage Everest Series Lock
- Note 8. Door shall be compliant with applicable building codes, regulations, and ADA accessibility standards.
- Note 9. Side lite on left side of the door full height
- Note 10. A zero/flush threshold shall be used for seamless transition



Exhibit 3

ATTACHMENT A

Generations Center
450 Spartan Way, Lathrop CA 95330

Note 1. 1 (Gildor) or equivalent in quality Single Aluminum automatic door Bronze in color

Note 2. Door shall be (Left Handed Package)

Note 3. The Work shall include provision and connection of power and data wiring to provide operational doors connected to the City's security / remote entry system

Note 4. Door shall be equipped with opening and closing speed adjustments 3-5 seconds

Note 5. Door shall be equipped with appropriate safety sensors to prevent from closing on person or object.

Note 6. Minimum clear width of opening door shall be no less than 36"

Note 7. Door shall be equipped with a manual override control/mechanism with key switch

Note 8. Door shall have dual panel glass 1" insulated gray glass w/ reflective coating on exterior

Note 9. A zero/flushed threshold shall be used for seamless transition

Generations Center



ATTACHMENT A

Senior Center
15707 5th St, Lathrop, CA 95330

Exhibit 4

- Note 1. 1 (Gildor) or equivalent in quality Single Aluminum automatic door Bronze in color
- Note 2. Door shall be (Left Handed Package)
- Note 3. The Work shall include provision and connection of power and data wiring to provide operational doors connected to the City's security / remote entry system
- Note 3. Door shall be equipped with opening and closing speed adjustments 3-5 seconds
- Note 4. Door shall be equipped with appropriate safety sensors to prevent from closing on person or object.
- Note 5. Minimum clear width of opening door shall be no less than 36"
- Note 6. Door shall be equipped with a manual override control/mechanism with key switch
- Note 7 Door shall have dual panel glass 1" insulated gray glass w/ reflective coating on exterior
- Note 8 A zero/flushed threshold shall be used for seamless transition



Department of Housing & Community Development
- CDBG Program
Labor Compliance Manual & Contract Language

Attachment B



San Joaquin County
1810 E. Hazelton Avenue
Stockton, CA 95205

Chris Becerra
Main Office: (209) 468-3175
Direct: (209)468-3157
Fax: (209) 468-9575
cbecerra@sjgov.org

CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/digital signatures(copies of signature pages are not acceptable) prior to construction commencing (This is required for both the General Contractor and Sub-Contractors).

| Attached | Form | Who | Page |
|----------|---|--|----------------|
| | Contract acknowledgement | All Contracts | 2 (This Page) |
| | Non-Debarment Certification | All Contracts \$100,000 or More | 27 |
| | Disadvantaged Business Forms | All Contracts | 28-29 |
| | Race and Ethnic Data Reporting Form | All Contracts | 30 |
| | Drug Free Workplace Certification | All Contracts | 31 |
| | Anti-Lobbying Certification | All Contracts | 32 |
| | Certification of Understanding and Authorization | All Contracts (To be completed by each person who processes Certified Payrolls.) | 33 |
| | Labor Standards and Prevailing Wage Requirements | All Contracts | 34-35 |
| | Wage Determination Comparison Chart | All Contracts | 36 |
| | Copies of all Contracts with Sub-Contractors employed on this project | All Contracts | Please Provide |
| | Proof of Active SAM.GOV Registration | General Contractor ONLY | Printed Copy |

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to for all work performed:

| | | | |
|--|---|---|----------------|
| | Fringe Benefit Statement | All Contracts | 37 |
| | DAS 140 Evidence of submittal for EACH craft employed on the project | All Contracts | 38 |
| | DAS 142 Or Verification of Union Status | All Contracts | 39 |
| | WHD 347 Certified Payroll, WHD 348 Statement of Compliance, and ECPR Confirmation(Non-Performances when applicable) | All Contracts | 40-41 |
| | Evidence of Training fees paid | All Contracts | Copy of Check |
| | List of employees including address, phone number, and hire date | All Contracts will need to provide twice. Once at start & Once at conclusion of project | Please Provide |

By signing below you acknowledge you have read and understand the provisions included in this document and if applicable the Section 3 appendix made part of this document by this reference, and will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

| | |
|------------------|-----------------------|
| Signature: _____ | Date: _____ |
| DUNS: _____ | EIN: _____ |
| Address: _____ | City/State/Zip: _____ |
| Phone: _____ | Email: _____ |
| DIR No. _____ | CSLB No: _____ |

PROVISIONS / REQUIREMENTS

- I. Perform the work in accordance with all applicable federal, state, and local housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation, labor, fair employment, and historic preservation.
- II. The provisions included in this document will be made part of each sub-contract associated with this contract including first, second, third etc. tier sub-contractors. A copy of each contract shall be provided showing this as been added to their contract and the contract is in full force. Failure to provide shall result in withholding of payment until compliance is obtained. Each sub-contractor is required to comply with all provisions herein. Failure to comply will result in non-compliance and the General will be held accountable for the actions of the sub-contractor.
- III. Compliance with all requirements of Davis Bacon and Prevailing Wage rules and regulations outlined in the provisions included in this document and state and federal regulations is required to be in compliance with the contract. Failure to provide the required items as outlined herein or requested to support the compliance of such provisions will be determined as non-compliance and payment may be withheld until compliance is attained.

Resources:

<https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF>

<https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/fedprojc.pdf>

IV. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions**

No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with 2 CFR 200.213 and

E.O.'s 12549 and 12689, "Debarment and Suspension." (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 –19211). **Complete the form included on page 27.**

Prior to allowing any sub-contractor to begin work on the job, Contractor must obtain written approval from the Agency. Contractor will submit name, license number, Department of Industrial Relations registration number, DUNS number, active SAM.GOV registration, place of business, and service provided. Contractor will submit copies of all sub-contracts, incorporating these contract documents by reference, within 10 days of execution. Contractor will also supply labor standards certifications and insurance certifications for all sub-contractors with sub-contracts.

- V. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

VI. **Bonding and Insurance Requirements** The minimum requirements for contracts exceeding \$150,000 for construction shall be as follows:

- (A) A Bid Bond or certified check shall be filed with each bid equivalent for 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the specified time.
- (B) A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
- (C) A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and/or materials in the execution of the work provided for in the contract.

The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the owner before construction begins on the project.

VII. **Access of Records and Retention of Records**

This section is applicable to all Contracts and Sub-contracts.

(A) **Access to records.** The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Sub-contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract. Such access shall be granted at any time during normal business hours and as often as deemed necessary.

(B) **Documentation of costs.** All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole, or part of this contract shall be clearly identified and readily available.

(C) **Record Retention.** All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.

VIII. **Equal Opportunity Provisions**

This section is applicable to all Contracts and Sub-contracts.

(A) **Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordination a National Program for Minority Business Enterprise," dated October 13, 1971 and 12432 "Minority Business Enterprise Development," dated July 14, 1983) and **Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing Coordinating and Implementing a National Program for Women's Business Enterprise," dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Sub-contracts

During the performance of this Contract the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964 (42USC 2000d), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implanting regulations.

(C) State Nondiscrimination Clause

This section is applicable to all Contracts and Sub-contracts.

1. During the performance of this Agreement, Contractor and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Sub-contracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11355 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by ruled, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal

Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

| TIMETABLES | GOALS FOR MINORITY PARTICIPATION IN EACH TRADE | GOALS FOR WOMEN PARTICIPATION IN EACH TRADE |
|------------------------------------|--|---|
| April 1, 1981 Until further notice | 24.3% | 6.9% |

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.

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 women employment and training must be substantially uniform through 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 women 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.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction or sub-contract 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 contractor or sub-contractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" map is shown on page 32 of the Section 3 Manual.

5. OFCCP Contact information:
U.S. Department of Labor for OFCCP 90 7th
Street
Suite # 18-300
San Francisco, CA 94103
(415) 625-7800
(415) 625-7799 (Fax)
(877) 889-5627 (TTY-National Office)

(F) Standard Federal Equal Employment Opportunity Construction Contract

Specifications: Executive Order 11246 (41 CFR Part 60-1):

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - iii. 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).
 - iv. 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).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract 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.
3. 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 sub-contractor 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 sub-contractors toward a goal in an approved plan does not excuse any covered contractor's or sub-contractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. 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 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.
5. 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.
6. In order for the non-working 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.
7. 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:
 - a. 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.

- b. 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.
- c. 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 therefore, along with whatever additional actions the contractor may have taken.
- d. 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.
- e. 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 7.b. above.
- f. 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.
- g. 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 on-site 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.

- h. 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 sub-contractors with whom the contractor does or anticipates doing business.
- i. 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.
- j. 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 workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. 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.
- m. 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.
- n. 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.
- o. Document and maintain a record of all solicitations of offers for sub-contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.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 7.a. through 7.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.
9. 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 under- utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. 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 sub-contracts 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.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, 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.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, 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.
15. 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 resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IX. Clean Air Act, Federal Water Pollution Control Act, and E.O. 11738

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the appropriate Regional Office of the Environmental Protection Agency.
- b. The undersigned shall include the language of this certification in all contracts and sub-contracts in excess of \$150,000.

X. Procurement of Recovered Materials

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule
 - Meeting contract performance requirements; or
 - At a reasonable price
- b. Information about this requirement, along with the list of EPA designated items, is Available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XI. Certification of Understanding and Authorization

This section is applicable to all Contracts and Sub-contracts Complete and return form provided on page 33 hereto attached and incorporated into this contract and sub-contracts.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-Construction Conference, the State and Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor and State Department of Industrial Relations' wage determinations and select the following for the presented project.

XII. Anti-Lobbying Certification

This section is applicable to all Contracts and Sub-contracts. Form on Page 32

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 24 CFR Part 87 and Section 1352, U.S. Code. Any person who makes an expenditure prohibited by this part shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such expenditure. Any person who fails to file or amend the disclosure form (see appendix B of this part) to be filed or amended if required by this part, shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person 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 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

- B. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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, 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 such failure.

XIII. Child Support Compliance Act

This section is applicable to all Contracts and Sub-contracts of \$100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and the

Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

XIV. **Workers' Compensation, Unemployment, Disability and Liability Insurance**

This section is applicable to all Contracts and Sub-contracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

XV. **Reporting**

This section is applicable to all Contracts and Sub-contracts

Contractor and sub-contractors shall provide regular reports to compliance officer as required. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency.

Within 10 days of Notice of Award, Contractor and all Sub-contractors, including lower tier sub-contractors, will supply:

- Certificate of Understanding and Authorization (Pg. 33)
- Contractors Certification Regarding State Labor Standards (Pg. 34-35)
- Fringe Benefit Statement (Pg. 37)
- Anti-lobbying Statement (Pg. 32)
- Fed vs State Wage Determination/Classification Table completed (Pg. 36)
- Insurance certificates-liability, auto and workers comp with contractor or City as additional insured
- Signed Sub-Contract agreement/Quote/Purchase order
- Drug-free Workplace Certification (Pg. 31)

XVI. **Certified Payrolls**

- a. Contractor will submit **original signed/digitally signed** certified payrolls and Federal Statement of Compliance within seven days of the end of payroll period. This includes the required E-CPR filed with the State of California DIR electronic payroll submittal process (PWC-100).
- b. Contractor will supply all back up documentation for all deductions including "other"
- c. The project is subject to State and Federal Davis Bacon requirements. When there is a difference between the State and federal prevailing wage rate, the contractor **must** pay the higher rate.
- d. Labor Compliance Reports (LCR) will be issued monthly, and a response will be required within 7 days of report issuance.

Contractors and Sub-contractors understand and agree to supply upon request any additional information that may be needed for better understanding and/or required in order to comply with state and federal statutory and regulatory requirements.

XVI. **Drug-Free Workplace.** Contractor certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. See Form provided on Pg. 31

XVII. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

This section is applicable to all Contracts and Sub-contracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

XVIII. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

This section is applicable to all Contracts and Sub-contracts

(a) *Definitions.* As used in this clause—

“Data” means:

Recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means:

The rights of the City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The City/County shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.
- (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

- (i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of [17 U.S.C. 401 or 402](#) and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

(ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall

not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. 401 or 402](#), unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

XIX. Energy Efficiency.

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

The contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Whenever feasible, the contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

XXI. **Federal Labor Provisions (HUD 4010)** *This section is applicable to all Contracts and Sub-contracts* Federal Wage Determination assigned to this project:
attached hereto by reference.

XXII. The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 29 CFR-5.5(a)(1)(iv); 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 29 CFR Part 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 record 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 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the other workers.

(ii) (a) Any class of laborers or mechanics 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. HUD 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.

(4) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(5) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(6) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 sub-contractor 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 HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 I (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 I (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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee 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 HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) (WH-347 is included on pages 40).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance(WH-348 is included on pages 41)," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

(iii) The contractor or sub-contractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, HUD or its designee 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted 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 sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The Ratio of trainees to journeymen

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

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

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

6. Sub-contracts. The contractor or sub-contractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be sub-contracted 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or sub-contractor 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub-paragraph (1) of this paragraph, in the sum of \$1 0 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 sub-contractor under any such contract or any other Federal contract with the same prime contract 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Sub-contracts.** The contractor or sub-contractor shall insert in any sub-contracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91 -54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every sub-contract so that such provisions will be binding on each sub-contractor. The Contractor shall take such action with respect to any sub-contract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

D. Company Sponsored Benefit Plans

Company sponsored benefit plans must be approved in writing by the Department of Labor. Documentation of such approval will be submitted within ten days of contract execution. Any deduction related to unapproved plans will require signed authorization from the employee to accompany the first payroll where the deduction is listed.

XXII. STATE LABOR STANDARDS PROVISIONS

This section is applicable to all Contracts and Sub-contracts

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and sub-contractors are subject to the application of Section 1720 *et seq.* of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and sub-contractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and sub-contractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or sub-contractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

All primary contractors and sub-contractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or sub-contractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). Link for registration and additional information is provided below: <http://www.dir.ca.gov/Public-Works/Contractors.html>

XXIII. Contractor's/Sub-Contractor's Concerning Labor Standards and Prevailing Wage Requirements *This section is applicable to all Contracts and Sub-contracts*

Complete a wage comparison chart using both State and Federal wage rates and return

within 10 days of award for approval. It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two.

NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.

XXIV.

Other Provisions

Owner Operators: Owner operators will not be allowed on the project. All owner operators must be added to the General Contractors payroll and processed as an employee of the General.

Trucking Brokers: Trucking brokers will not be allowed on the project. If the operator is an employee of the brokers agency and the agency is a licensed contractor, then the Broker Agency would be the sub-contractor and provide all of the required documents as outlined herein and perform as a sub-contractor.

Architectural Barriers Act and the Americans with Disabilities Act

§ 570.487 Other applicable laws and related program requirements.

Lead-Based Paint Poisoning Prevention Act. (EXISTING HOUSING ONLY) States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Contractor shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 75. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons. (SEE APPENDIX PROVIDED AND IS HERETO ATTACHED BY THIS REFERENCE)

Architectural Barriers Act and the Americans with Disabilities Act. (ALL CONSTRUCTION CONTRACTS) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone

(202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

[57 FR 53397, Nov. 9, 1992, as amended at 59 FR 33894, June 30, 1994; 60 FR 1916, Jan. 5, 1995; 61 FR 54922, Oct. 22, 1996; 64 FR 50225, Sept. 15, 1999; 80 FR 42367, July 16, 2015]

INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

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

Grant Number: _____ Name of Participant: _____

Participant Address: _____

Name/Title of Authorized Representative: _____ Signature _____ Date _____

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

| | |
|-----------------------------|------------------------------|
| OWNER NAME: | OWNER PROJECT NUMBER: |
| PROJECT DESCRIPTION: | PROJECT LOCATION: |

PRIME CONTRACTOR INFORMATION

| | |
|---|--|
| <p align="center">NAME/ADDRESS</p> <p>Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:</p> | <p align="center">TYPE OF CONTRACT</p> <p><input type="checkbox"/> ARCHITECT <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER <input type="checkbox"/> SERVICE</p> |
|---|--|

| | | | | |
|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> DBE | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> OTHER | AMOUNT OF CONTRACT/BID: |
|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|

SUBCONTRACTOR INFORMATION

| | | | | |
|--|------------------------------|------------------------------|--------------------------------|--|
| <input type="checkbox"/> DBE | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> OTHER | <p align="center">NAME/ADDRESS</p> <p>Name of firm: Contact Person: Address: City, Zip: Phone: Email:</p> |
| <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | | | | |
| TYPE OF CONTRACT: | | | | |
| CONTRACT AMOUNT: | | | | |

| | | | | |
|--|------------------------------|------------------------------|--------------------------------|--|
| <input type="checkbox"/> DBE | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> OTHER | <p align="center">NAME/ADDRESS</p> <p>Name of firm: Contact Person: Address: City, Zip: Phone: Email:</p> |
| <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | | | | |
| TYPE OF CONTRACT: | | | | |
| CONTRACT AMOUNT: | | | | |

| | | | | |
|--|------------------------------|------------------------------|--------------------------------|--|
| <input type="checkbox"/> DBE | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> OTHER | <p align="center">NAME/ADDRESS</p> <p>Name of firm: Contact Person: Address: City, Zip: Phone: Email:</p> |
| <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | | | | |
| TYPE OF CONTRACT: | | | | |
| CONTRACT AMOUNT: | | | | |

GOALS FOR MBE & WBE PARTICIPATION

| | % MBE | % WBE |
|--------------|-------|-------|
| Construction | 24.3% | 6.9% |
| Equipment | 24.3% | 6.9% |
| Services | 24.3% | 6.9% |
| Supplies | 24.3% | 6.9% |

FORM COMPLETED BY

| | | |
|------------------|---------------|---------------|
| Name: | Title: | Phone: |
| Signature | Date: | Email: |

Federal-FORM C
CONTRACTOR/RECIPIENT CERTIFICATION

File Name _____ Phone _____

Address _____

Principle Service or Product: _____ Bid Amount _____

Please indicate percentage of ownership

DBE _____ % Ownership

Prime Contractor

Supplier of Material/Service

Subcontractor

Broker

Sole Ownership

Corporation

Partnership

Joint Venture

Certified by _____

Title _____

Name _____

Date _____

Additional proof may be required upon written challenge of the certification by any person or agency. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

IMPORTANT: Contractors can no longer self-certify. They must be certified by EPA, small business administration (SBA), Department of Transportation (DOT), or by state, local, tribal, or private entities whose certification criteria match EPA's.

Proof of certification must be provided; a copy of the contractor certification must be submitted with this form.

**CONTRACTOR'S/SUB-CONTRACTOR'S RACE AND
ETHNIC DATA REPORTING FORM**

Provide a copy of this form for the primary owner of the company. Instruction provided below.

| Ethnic Categories* | | Select One |
|---|-----------|------------------------------|
| Hispanic or Latino | | |
| Not-Hispanic or Latino | | |
| Racial Categories* | | Select All that Apply |
| American Indian or Alaska Native | | |
| Asian | | |
| Black or African American | | |
| Native Hawaiian or Other Pacific Islander | | |
| White | | |
| Other | | |
| Name: | Signature | Date |

INSTRUCTIONS:

A. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

2. Not hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

B. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

2. Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, The Philippine Islands, Thailand, and Vietnam

3. Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American".

4. Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

5. White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Certification for a Drug-Free Workplace

U.S. Department of Housing and
Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above-named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above-named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work- place and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(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;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an em- ployee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, includ- ing 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;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d. (2), with respect to any employee who is so convicted ---

(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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program ap- proved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUDfunding of the program /activity shown above: Place of Performance shall include the street address, city, county, State , and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information on provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Anti-Lobbying Certification

The undersigned official of _____ (contractor) certifies, 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 it, to any person 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 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.

Signature of Authorized Official

Date

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME:

| | |
|------------------|---------------------|
| Contractor Name: | Contractor Address: |
| License No: | |

All contractors and sub-contractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the State and Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

| | | |
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The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

| | |
|-----------------------|-----------|
| Payroll Officer Name: | Signature |
|-----------------------|-----------|

Authority provided by Owner:

| | | |
|-------|-----------|------|
| Name: | Signature | Date |
|-------|-----------|------|

**CONTRACTOR'S/SUB-CONTRACTOR'S
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

| | |
|---------------------|--------------------------|
| TO: | DATE: |
| | PROJECT NUMBER (IF ANY): |
| CONTRACTOR LIC. NO. | PROJECT NAME: |
| | |

1. The undersigned, having executed a contract with:

For the construction of the above identified project, acknowledges that:

- A. The labor standards provisions are included in the aforesaid contract;
- B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her sub-contractors and any lower tier sub-contracts, is his/her responsibility.
- C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract. He/she is also aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act also applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the state and Federal Labor Standards, as well as the CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of \$25.00 each calendar day or portion thereof each worker affected.

2. He/she certifies that:

- A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a)).
- B. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor if such sub-contractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

C. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any sub-contract, including those executed by his sub-contractors and any lower tier sub-contractors, a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the sub-contractors.

3. He/she certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A single proprietorship

(3) A corporation in the State of:

(2) A partnership

(4) Other organization
(Described)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

| Name | Title | Address |
|------|-------|---------|
| | | |
| | | |
| | | |

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

| Name | Address | Nature of Interest |
|------|---------|--------------------|
| | | |
| | | |
| | | |

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

| Name | Address | Trade Classification |
|------|---------|----------------------|
| | | |
| | | |
| | | |

Date:

(Contractor)

By: _____

State vs Federal Wage Table Comparison

| State Rates | | | | |
|----------------|-------------------|---------------------|-------------------|-------------------|
| Classification | BASIC HOURLY RATE | Total Hourly Fringe | Total HOURLY Rate | State Decision: |
| | | | | |
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| Apprentices: | | | | |
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| Federal Rates | | | | |
| Classification | BASIC HOURLY RATE | Total Hourly Fringe | Total HOURLY Rate | Federal Decision: |
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| Apprentices | | | | |
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Completed By: _____

Reviewed by: _____

CONTRACTOR FRINGE BENEFIT STATEMENT

| | | |
|-------------------------|--------------------|---------------|
| Contract Number / Name: | Contract Location: | Today's Date: |
|-------------------------|--------------------|---------------|

| | |
|----------------------------------|-------------------|
| Contractor / Subcontractor Name: | Business Address: |
|----------------------------------|-------------------|

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

| | | |
|-----------------|-----------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
|-----------------|-----------------|--|

| | | | | |
|------------------------|--------------------------|----------|----------|-------------------------------|
| FRINGE BENEFITS | Health & Welfare | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Pension | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Vacation/ Holiday | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Training and/or Other | \$ _____ | PAID TO: | Name: _____ Address: _____ |

| | | |
|-----------------|-----------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
|-----------------|-----------------|--|

| | | | | |
|------------------------|--------------------------|----------|----------|-------------------------------|
| FRINGE BENEFITS | Health & Welfare | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Pension | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Vacation/ Holiday | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Training And/or Other | \$ _____ | PAID TO: | Name: _____ Address: _____ |

| | | |
|-----------------|-----------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
|-----------------|-----------------|--|

| | | | | |
|------------------------|--------------------------|----------|----------|-------------------------------|
| FRINGE BENEFITS | Health & Welfare | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Pension | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Vacation/ Holiday | \$ _____ | PAID TO: | Name: _____ Address: _____ |
| | Training And/or Other | \$ _____ | PAID TO: | Name: _____ Address: _____ |

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made. Submitted:

| | | |
|----------------------------|-----|--------------|
| Contractor / Subcontractor | By: | Name / Title |
|----------------------------|-----|--------------|

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

| | |
|---|---|
| NAME OF YOUR COMPANY | CONTRACTOR'S STATE LICENSE NO |
| MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE | AREA CODE & TELEPHONE NO. |
| NAME & ADDRESS OF PUBLIC WORKS PROJECT | DATE YOUR CONTRACT EXECUTED |
| | DATE OF EXPECTED OR ACTUAL START OF PROJECT |
| NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT | ESTIMATED NUMBER OF JOURNEYMEN HOURS |
| | OCCUPATION OF APPRENTICE |
| THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) | ESTIMATED NUMBER OF APPRENTICE HOURS |
| | APPROXIMATE DATES TO BE EMPLOYED |
| | |

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE- DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

| | |
|--|---|
| Date: _____ | Contractor Requesting Dispatch: |
| To Applicable Apprenticeship Committee: Name: _____ Address: _____ _____ Tel. No. _____ Fax No. _____ | Name: _____ Address: _____ _____ License No. _____ Tel. No. _____ Fax No. _____ |

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>*

DAS 142 (Revised 12/11)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No. 1235-0008
 Expires: 01/31/2015

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | NO. OF WITHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT OR ST | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|--|------------------------------------|-------------------------------|----------|-----------------------|------|-------------------------|-------|---------------------|--|--|-----------------------|-----------------------|----------------------------------|-------------------|--|--|--|--|---|
| | | | | HOURS WORKED EACH DAY | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | | | | | | | | | | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
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REMARKS:

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|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.