



CITY OF CLAREMONT
DEPARTMENT OF COMMUNITY SERVICES
1616 Monte Vista Ave
Claremont, CA 91711

CONTRACT DOCUMENTS
FOR
GARNER HOUSE ROOF REPLACEMENT PROJECT
CS-24-10

DECEMBER 2024

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**SECTION 00100
NOTICE INVITING BIDS**

To be considered for selection, three (3) complete hardcopy Bids must be submitted to the Community Services Department, of the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, or in electronic format to Jeremy Swan, Community Services Director at or before **2:00 p.m., January 9, 2025.** Electronic copies shall be addressed to Jeremy Swan, jswan@claremontca.gov, and Shelley Desautels, sdesautels@claremontca.gov.

The City of Claremont is soliciting bids for the complete removal and replacement of the roof at Garner House, 840 N. Indian Hill Boulevard, Claremont, CA 91711.

Bids must be submitted on City's Bid Forms. Bidders may obtain a copy of the Contract Documents at no cost in digital format at www.claremontca.gov. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A MANDATORY Pre-Bid Conference will be held at 840 N. Indian Hill Boulevard, Claremont, CA 91711 on the following date(s) and time(s): Tuesday, December 17, 2024, at 1 p.m. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Conference.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Claremont Community Services Department or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: A or C-39. In addition, the successful bidder will be required to self-perform 100% of the work.

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City shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Cari Dillman, Community Services Manager at jswan@claremontca.gov.

END OF NOTICE INVITING BIDS

**SECTION 00200
INSTRUCTIONS TO BIDDERS**

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to City on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact City to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to the Community Services Department by emailing jswan@claremontca.gov and shall be received no later than **December 30, 2024 at 5:00 p.m.** for interpretation or correction from the City.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. Storm, surface, nuisance, or other waters may

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be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. ADDENDA

City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and email address to which Addenda may be sent, as well as a telephone number by which City can contact the bidder. Copies of Addenda will be furnished by email, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Community Services Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

The successful bidder will be required to self-perform 100% of the work. No subcontracting will be allowed.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and City shall reject the Bid. City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the

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Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to City and City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of (Bidder's Name)

for the Garner House Roof Replacement Project

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

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16. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. City may reject any Bid which, in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements, as applicable. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once City receives all of the properly drafted and executed documents and certifications from the Bidder, City shall issue a Notice to Proceed to that Bidder.

20. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with City's Director of Community Services. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Specify, in detail, the grounds of the protest and the facts supporting the protest;
and
- D. Include all relevant, supporting documentation with the protest at time of filing.

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If the protest does not comply with each of these requirements, it may be rejected without further review.

If the protest is valid, City's Director of Community Services, or other designated City staff member, shall review the basis of the protest and all relevant information. The Director of Community Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Community Services to the City Clerk.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest,

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

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26. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

27. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request procedures set forth in the Bid and Contract Documents. Any deadlines for substitution requests that occur prior to the bid opening date are set forth in the Special Conditions.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

29. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
BID FORM**

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

CS-24-10 GARNER HOUSE ROOF REPLACEMENT PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

TOTAL BID PRICE (in numbers):	\$
TOTAL BID PRICE (in writing): _____	

EXTRA WORK		
Description	Unit	Cost
CDX Plywood (including material, removal, replacement, and disposal)	Per Sheet	\$

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price (please check the appropriate box), at the City's sole option. The City can choose to include one or more of the Alternate Bids in the Work. If any of the Alternate Bids are selected by the City, the resulting amount shall be added to or deducted from Total Bid Price for the Work. City may select one or more of the Alternate Bids at the below stated Bid Price up to sixty (60) days following award of the Contract. City can award/select Alternate Bid items at any time(s).

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

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The Contract duration shall commence on the date stated in City's Notice to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

Addenda Nos. _____

Bidder has attached the following:

1. The required bid security in the amount of not less than 10% of the Total Bid Price.....(Section 00410)
2. The completed Contractor Information and Experience Form.(Section 00420)
3. The fully executed Noncollusion Declaration Form.....(Section 00440)
4. The completed Iran Contracting Act Certification Form.(Section 00450)
5. The completed Public Works Contractor Registration Certification Form.....(Section 00460)
6. The completed Contractor's Certificate Regarding Workers' Compensation Form.....(Section 00470)
7. The executed Contractor's Acknowledgement(Section 00480)

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated_____

END OF BID FORM

**SECTION 00410
BID BOND**

The makers of this bond are _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Claremont, hereinafter called City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2025 for the Garner House Roof Replacement Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered, the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

A. INFORMATION ABOUT BIDDER

****Failure to complete all information may render your bid nonresponsive - indicate not applicable ("N/A") where appropriate.****

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Website Address: _____

4.0 How many years has Bidder's organization been in business as a Contractor?

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?:

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's/CEO Name: _____

6.4 Vice President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Has the Bidder ever been in default, debarred or suspended in any way? If so, note when and why:

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

14.0 List Trade References (Materials Suppliers, Vendors, Union Representatives, etc.):

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address, email address and phone number of Agent:

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

B. LIST OF CURRENT PROJECTS (BACKLOG)

Duplicate Page if needed for listing additional current projects.

Project and Client Contact Person and Phone Number	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Amount Bonded

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

C. LIST OF COMPLETED PROJECTS LAST THREE YEARS

Duplicate Page if needed for listing additional completed projects.

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that any personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

SECTION 00420
CONTRACTOR INFORMATION AND EXPERIENCE FORM

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
NONCOLLUSION DECLARATION**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF NONCOLLUSION DECLARATION

SECTION 00450

IRAN CONTRACTING ACT CERTIFICATION(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

**SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

**SECTION 00470
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

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

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated_____

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

**SECTION 00480
CONTRACTOR'S ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE CONTRACT AND SPECIFICATIONS TO THE CITY OF CLAREMONT'S GARNER HOUSE ROOF REPLACEMENT PROJECT, BID NO. CS-24-10.

CONTRACTOR's Signature

Print Name and Title

**SECTION 00500
CONTRACT**

**AGREEMENT BY AND BETWEEN THE CITY OF
CLAREMONT AND [CONTRACTOR NAME] FOR
PROFESSIONAL GARNER HOUSE ROOF REPLACEMENT
PROJECT**

THIS CONTRACT is made this ____ day of _____, 20__, in the County of Los Angeles, State of California, by and between the City of Claremont hereinafter called City, and _____, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

GARNER HOUSE ROOF REPLACEMENT PROJECT

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within ninety (90) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due

**SECTION 00500
CONTRACT**

or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Contractor Information and Experience Form
- Noncollusion Declaration form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Contractor's Acknowledgement
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Exhibits
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 5. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 6. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 7. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

[SIGNATURES ON FOLLOWING PAGE]

**SECTION 00500
CONTRACT**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties,
on the day and year above written.

NAME OF CONTRACTOR

CITY OF CLAREMONT

By _____

By _____

Name and Title: _____

Adam Pirrie
City Manager

License No. _____

Approved as to Form

Rutan & Tucker, LLP

City Attorney

END OF CONTRACT

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the City.
- b. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale and tidal waves.
- c. Applicable Laws -- the laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d. Approval means written authorization by the City.
- e. Contract Documents includes all documents as stated in the Contract.
- f. City shall mean the City of Claremont, acting through properly authorized agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms "City" and "Owner" may be used interchangeably.
- g. Contractor shall mean the entity identified in the Contract with which the City has contracted for performance of the Work.
- h. Day shall mean calendar day unless otherwise specifically designated.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the City is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts.

**SECTION 00700
GENERAL CONDITIONS**

- n. Provide shall include provide, complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. Work means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

2.1 GENERAL

- a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the City in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1) Change Orders or Work Change Directives
 - 2) Addenda
 - 3) Special Provisions (or Special Conditions)
 - 4) Technical Specifications
 - 5) Contract
 - 6) General Conditions
 - 7) Instructions to Bidders
 - 8) Notice Inviting Bids
 - 9) Contractor's Bid Forms
 - 10) Standard Plans
 - 11) Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1) Figures govern over scaled dimensions
- 2) Detail drawings govern over general drawings
- 3) Addenda or Change Order drawings govern over Contract Drawings
- 4) Contract Drawings govern over Standard Drawings

**SECTION 00700
GENERAL CONDITIONS**

- 5) Contract Drawings govern over Shop Drawings
- c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
 - d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

2.2 CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, three copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

2.3 DETAIL DRAWINGS AND INSTRUCTIONS

- a. Examination of Contract Documents. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the City of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the City will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the City such Approval may be necessary for the proper performance of Work.
- d. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the City may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 3. SCHEDULE

- a. Initial Schedule. Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a schedule for performance of the Work and shall submit it for the City's review. The receipt or review of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for the required quality and timely completion of the Work. Contractor's failure to incorporate all elements of Work or any inaccuracy in the schedule shall not excuse the Contractor from performing all of the required Work within the Contract Time. If the initial schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.
- b. Schedule Contents. The schedule shall allow enough time for inclement weather that can reasonably be expected at the Site. The schedule shall indicate the beginning and completion dates of all phases of the project; sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time. Schedule duration shall match the Contract Time. Schedules indicating early completion will be rejected.
- c. Schedule Updates. Contractor shall continuously update its construction schedule to show the actual status of the Work and incorporate changes in the Work. Contractor shall submit an updated and accurate construction schedule to the City whenever requested to do so by City and with each progress payment request. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 4. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 5. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any employee of the Contractor whom City determines is incompetent or unfit shall be removed from this Project.

ARTICLE 6. SUBCONTRACTORS

There shall be no subcontractors for the Work on the Project.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 7. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to City.

ARTICLE 8. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until the Work is accepted.
- d. If the Work is to be performed in existing City facilities, Contractor may, with prior written Approval of City, use City's existing utilities. If Contractor uses City utilities, it shall compensate the City for utilities used.

ARTICLE 9. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by City. Contractor may either request reimbursement from City for such fees or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 10. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report

**SECTION 00700
GENERAL CONDITIONS**

the condition to City in writing. City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of City and Contractor.

ARTICLE 11. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 50.

ARTICLE 12. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") Water Quality Order No. 2009-0009-DWQ as modified by Order No. 2010-0014-DWQ, National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Discharges Associated with Construction Activity ("NPDES Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. Contractor shall include in its bid all costs of procuring the Permit and preparing the SWPPP, as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance in the Contract Price.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the City.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

**SECTION 00700
GENERAL CONDITIONS**

- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the NPDES Permit is a violation of federal and state law. Contractor hereby agrees to indemnify, defend and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Work arising from Contractor's failure to comply with the NPDES Permit.

ARTICLE 13. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, tree roots, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean all equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, dirt, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of the Work prior to leaving the site. If the Contractor fails to immediately clean up at the completion of the Work, City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 14. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 15. TESTING AND INSPECTIONS

- a. If the Contract Documents, the City, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the City at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than City, Contractor shall promptly inform City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing, and City inspection shall be paid by City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify City so that City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 16. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards,

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signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the City, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by City and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the City.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Project site with its materials.
 - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved engineer or land surveyor, at no cost to City.
 - 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to City.
 - 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - 9) At the completion of work each day, leave the Project site in a clean, safe condition.

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- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.
- e. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.
- f. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 17. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 18. AUTHORIZED REPRESENTATIVES

City shall designate representatives, who shall have the right to be present at the Project site at all times. City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 19. LABOR

19.1 HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Unless otherwise provided in the Special Conditions, Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise approved by the City:
- 1) Powered Vehicles

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- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

19.2 PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.
- c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by City. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- d. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- e. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to City, forfeit one hundred dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

19.3 PREVAILING RATES OF WAGES

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- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to City not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

19.4 EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

19.5 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to

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ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

19.6 LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 20. INSURANCE

The Contractor shall procure and maintain, at Contractor's expense and for the duration of the Contract, all of the insurance described in this Article.

20.1 WORKERS' COMPENSATION INSURANCE

The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

20.2 EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

20.3 COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CAL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross-liability for claims or

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suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
- f. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
- g. Such insurance shall comply with the provisions of Article 30.6 below.

20.4 AUTOMOBILE LIABILITY INSURANCE

Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 29.6 below.

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20.5 BUILDER'S RISK ["ALL RISK"]

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
- b. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected and appointed officers, agents, officials, employees and volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.
- c. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.
- d. In addition, the policy shall meet the following requirements:
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- e. Such insurance shall comply with the provisions of Article 29.6 below.

20.6 FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims

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administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City's Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.
- c. The City, its officials, officers, employees, agents and representatives shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- d. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- e. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. The Contractor shall provide endorsement(s) to this effect, using ISO CG form 20 01 or endorsement(s) providing the exact same coverage, at the City's request.
- f. The City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the City's reasonable

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judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

- g. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City.

ARTICLE 21. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) days of the date stated in City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. Inclement Weather. Contractor shall abide the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify City in writing of causes of delay. City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. No Damages for Reasonable Delay. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of City pursuant to Government Code section 4215, shall be based on

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actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 22. PAYMENT

22.1 COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms approved by City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the City, for unit price items listed, if any, in the Bid Form.
- d. Following City's Acceptance of the Work, the Contractor shall submit to City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

22.2 MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the City. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1) Obtaining and paying for all bonds, insurance, and permits.
 - 2) Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

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- 3) Installing temporary construction power, wiring, and lighting facilities.
- 4) Establishing fire protection system.
- 5) Developing and installing a construction water supply.
- 6) Providing and maintaining the field office trailers for the Contractor and the City, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
- 7) Providing on-site communication facilities for the Owner, including telephones, radio pagers, and fax machines.
- 8) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
- 9) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
- 10) Arranging for and erection of Contractor's work and storage yard.
- 11) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
- 12) Full-time presence of Contractor's superintendent at the job site as required herein.
- 13) Submittal of Construction Schedule as required by the Contract Documents.

22.3 PAYMENTS

- a. City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work (or ten percent (10%) in the event the City has adopted a finding that the

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Work under the Contract is substantially complex), if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and material men for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132. Prior to final payment by City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or material men.

22.4 PAYMENTS WITHHELD AND BACKCHARGES

- a. In addition to amounts which City may retain under other provisions of the Contract Documents City may withhold payments due to Contractor as may be necessary to cover:
 - 1) Stop Notice Claims.
 - 2) Defective work not remedied.
 - 3) Failure of Contractor to make proper payments to its subcontractors or suppliers.
 - 4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
 - 5) Damage to another contractor or third party.
 - 6) Amounts which may be due City for claims against Contractor.
 - 7) Failure of Contractor to keep the record ("as-built") drawings up to date.
 - 8) Failure to provide updates on the construction schedule.
 - 9) Site cleanup.
 - 10) Failure of the Contractor to comply with requirements of the Contract Documents.
 - 11) Liquidated damages.
 - 12) Legally permitted penalties.

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- b. Upon completion of the Contract, City will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 23. CHANGES AND EXTRA WORK

23.1 CHANGE ORDERS

- a. City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, shall be performed under the applicable conditions of the Contract Documents, and may be subject to the approval authority requirements of the City Manager or City Council. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- b. Contractor shall promptly execute changes in the Work as directed in writing by City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time, if any. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions and provisions of the original Contract Documents.
- c. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless City requests that proposals be submitted in less than seven (7) Days.
- d. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

23.2 COST PROPOSALS.

- a. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and City.
- b. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by City.
- c. If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), City has the right to order the Contractor in writing to commence the

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work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with City's estimate of cost. If the change is issued based on City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that City's estimate was in error.

d. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

- 1) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- 2) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.
- 3) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, or Caltrans Equipment Rental Rates (without surcharge) at the time the work is performed.
- 4) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - (a) "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - (b) For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - (c) For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
 - (d) For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

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- (e) No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein.
- e. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.
- f. For added or deducted Work by subcontractors, the Contractor shall furnish to City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- g. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- h. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- i. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify City's change order form in an attempt to reserve additional rights.
- j. If City disagrees with the proposal submitted by Contractor, it will notify the Contractor and City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with City, a change order will be issued by City. If no agreement can be reached, City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

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- k. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- l. Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 24. OCCUPANCY

City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 25. INDEMNIFICATION

Contractor shall defend (with counsel of City Council's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, at Contractor's own cost, expense and risk, with City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 26. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 et seq. and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and City shall be resolved under the following procedure unless City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.
- b. All Claims. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by City.

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- c. Claims Under \$50,000. City shall respond in writing to the claim within 45 days of receipt of the claim, or, City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of City and the Contractor. City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.
- d. Claims over \$50,000 but less than or equal to \$375,000. City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between City and the Contractor. City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. Claims in excess of \$375,000. The City shall respond in writing within a reasonable period of time to review and evaluate the Claim. The City may request in writing any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- f. All Claims. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- g. All Claims. If the Contractor disputes City's response, or if City fails to respond within the statutory time period(s), the Contractor may so notify City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference

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to meet and confer for settlement. Upon such demand, City shall schedule a meet and confer conference within 30 days.

- h. The Contractor must comply with the claims filing procedures set forth in Government Code sections 900 et seq. for any claim or any portion thereof that remains in dispute after the meet and confer conference. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- i. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.
- j. Government Code Claim. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

ARTICLE 27. CITY'S RIGHT TO TERMINATE CONTRACT

- a. Termination for Cause. City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. City may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to City for any excess costs or other damages incurred by City to complete the Project. If City takes over the Work, City may, without liability for so doing, take possession of and utilize in completing the Work such

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materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. Termination For Convenience. City may terminate performance of the Work in whole or, in part, if City determines that a termination is in City's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
 - 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - 4) Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
 - 6) Submit to City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by City's Termination for Convenience."
 - 7) These provisions are in addition to and not in limitation of any other rights or remedies available to City.
- c. Savings Clause. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be

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converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

- d. Exception. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of City or the Contract is terminated.

ARTICLE 28. WARRANTY AND GUARANTEE

- a. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- b. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- c. Contractor shall furnish City with all warranty and guarantee documents prior to final Acceptance of the Project by City.
- d. City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- e. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- f. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
- 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of City; and
 - 3) Enforce all warranties for the benefit of City, unless otherwise directed in writing by City.

This Article shall not limit City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

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ARTICLE 29. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to City any of the Contractor's other documents related to the Project immediately upon request of City.
- c. In addition to the State Auditor rights above, City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to City, for a period of four (4) years after final payment.

ARTICLE 30. SEPARATE CONTRACTS

- a. City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the City any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the City shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 31. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier.

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Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 32. NOTICE OF THIRD-PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 33. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 34. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of City and Contractor.

ARTICLE 35. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of City. Any assignment without the written consent of City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 36. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify City in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 37. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of

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the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 38. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 39. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 40. PATENT FEES OR ROYALTIES

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 41. OWNERSHIP OF DRAWING

All Contract Documents furnished by City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to City on request at completion of the Work.

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ARTICLE 42. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

END OF GENERAL CONDITIONS

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1. PRE-CONSTRUCTION MEETING.

After, or upon, notification of Contract Award, the City will set the time and location for the Pre-Construction Meeting. Attendance of the Contractor's management personnel responsible for the management, administration, and execution of the project is mandatory for the meeting to be convened. Failure of the Contractor to have the Contractor's responsible project personnel attend the Pre-Construction Meeting will be grounds for default by Contractor. No separate payment will be made for the Contractor's attendance at the meeting. The Notice to Proceed will only be issued on or after the completion of the Pre-Construction meeting.

2. MODIFICATION OF HOURS OF WORK

The Contractor's activities shall be confined to Monday through Friday, excluding City holidays and weekends. The Contractor's activities shall be confined to the hours between 7:00 a.m. and 5:00 p.m. Working hours on arterial streets, including closure of travel lanes, will be allowed only between the hours of 9:00 a.m. and 3:00 p.m. Deviation from these hours will not be permitted without written request and the prior consent of the City, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

A formal schedule shall be submitted for review and approval by the Community Services Manager. If a formal schedule is not received prior to the first day of approved construction per the Notice to Proceed, work will not be allowed to commence and liquidated damages of \$1,000/day will be enforced until a formal schedule can be produced and approved by the Engineer.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.

COMPLETION TIME: All work shall be completed within ninety (90) working days from the start date stated in the notice to proceed.

3. TIME AND COMPLETION OF LIQUIDATED DAMAGES

It is agreed by the parties to the contract that in case all work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Claremont and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Claremont the sum of **One Thousand Dollars (\$1,000) per day** for each and every day's delay beyond the time prescribed to complete the work, or any approved extension thereof,

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and the Contractor agrees to pay such liquidated damages as herein provided and in case the same are not paid, agrees that the City of Claremont may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Engineer shall have the right to extend the time for completion. If the Engineer extends the time limit for the completion of the contract, the City shall further have the right to charge to the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the City Engineer in writing of the cause of delay. The City Engineer shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

The following days have been designated as holidays by the City of Claremont:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
*Thanksgiving	4 th Thursday in November
*Christmas Eve	December 24
*Christmas Day	December 25

*No work permitted during the week of these designated City Holidays without prior written permission by the City Engineer.

4. CONTRACTOR PROVIDED SUPERVISOR

The general contractor is required to have a designated supervision on-site at all times. This supervisor shall act as the point of contact for the city's public works inspector. This supervisor shall be present at all times while employees of the general and or sub-contractors are present. The supervisor designated for this job shall not be engaged in labor work as the intent of this position is to keep the laborers organized and on schedule. In the case that the supervisor is not present or available when needed, the contractor will incur liquidated damages in the amount of \$500 per day until a supervisor is present. All general contractor

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and sub-contractor employees shall wear a class II safety vest at all times while within the public right-of-way, within project limits.

5. UTILITIES

It is anticipated that existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to insure that these utility facilities are not damaged during his operations.

When in doubt, the Contractor shall contact the utility concerned before proceeding further. The affected agencies may be contacted at the following telephone numbers:

City of Claremont	(909) 399-5431	Cari Dillman
Golden State Water	(909) 399-4045	Kyle Snay
Verizon Access Design	(909) 469-6369	Mario Orfino
So Cal Edison Company	(909) 592-3725	Cliff Bates
So Cal Gas Company	(323) 881-3501	Anthony Romero
Time Warner Cable	(626) 914-4382	Shawn Boykin
Aegis Signal Maintenance	(714) 666-2295	Call out Center

6. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these Special Provisions shall be remedied or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order the City makes under the provisions of this Section, the City shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any moneys due or to become due the Contractor.

7. CLEANUP

During all phases of construction, the Contractor shall maintain a clean work site. The Contractor shall be responsible for the removal and disposal of all concrete, tree roots, and any other debris resulting from the work performed prior to leaving the site or at the conclusion of the workday, whichever is sooner. Full compensation shall be considered as included in the prices for the various contract items.

8. CONSTRUCTION WATER

Water use for construction purposes shall not exceed the optimum moisture content specified by the Engineer. The usage of water shall not be permitted for any other purposes, unless specified by the Engineer.

The contractor shall notify and seek approval from the engineer prior to the usage of water for any construction purposes.

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A City Inspector or his designee must be present during the usage of water for any construction purposes.

Contractor shall not use water from private properties for any reason.

NOTE: THE CONTRACTOR SHALL NOT USE ANY PRIVATE PROPERTY WATER PAID FOR BY THE PROPERTY OWNER. IF DONE SO WITH OUT WRITTEN PERMISSION FROM THE RESIDENT THE CONTRACTOR WILL INCUR LIQUIDATED DAMAGES IN THE AMOUNT OF \$500 PER INSTANCE PER DAY OF WHICH A PORTION WILL BE USED TO REIMBURSE THE RESIDENT CONSISTENT WITH THE AMOUNT OF WATER USED AS BILLED PER 100 CUBIC FEET (CCF).

The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter.

For a permit contact:
Golden State Water Company
Suite E, 915 W Foothill Blvd,
Claremont, CA 91711 (909) 626-1601

9. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Administrator. When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record property owner authorizing the use of his property by the Contractor.

10. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on the job, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor. Once given written notice to provide said facilities on the job site by the Public Works Inspector, the Contractor has 4 hours to comply or shall be subject to liquidated damages in the amount of \$500 per day as of the 2nd notice.

11. NIGHTS AND WEEKENDS

The Contractor shall keep the City informed of the names and telephone numbers of the responsible persons in the employ of the Contractor who may be contacted at nights and on weekends by the City when problems related to construction occur, and such designated person shall have full authority to act as the agent of the Contractor and make any decisions that may be demanded by the situation.

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12. INSPECTION BY CITY

The City will inspect the quality and completeness of the Contractor's work and report any deficiencies to the Contractor. If tree roots of any size are encountered during the demolition or removals of any kind the City's inspector shall be notified so that a proper inspection by the City's arborists can be performed. The City's arborists may issue directives for grinding and/or trimming of any inspected tree roots. These directives shall be complied with. If any tree root grinding and or trimming is not done properly, the Contractor shall compensate the City for damages following the findings of the City's arborists. The Contractor shall request arborist inspections a minimum of 24 hours in advance of said inspection.

13. WATER POLLUTION CONTROL REQUIREMENTS

Contractor shall prevent the discharge of pollutants to storm water from concrete waste, vehicle & equipment cleaning, fueling, and maintenance, and material delivery & storage per the California Best Management Practice Handbook (BMP'S). This may include conducting wash-outs off-site or in designated areas, vacuuming of saw cut waste and slurry, sweeping of streets, curbs and gutters and training of employees and subcontractors.

Contractor shall refer to the California Storm Water Best Management Practice Handbook which outlines these specifications and definitions. This manual is available at the City Engineers office and certain pages are placed in the specifications section of these project specifications.

ONLY RAINWATER IS PERMITTED IN THE STORM DRAIN. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A FINE PER LA COUNTY MUNICIPAL STORM WATER PERMIT: R4-2012-0175.

14. DAMAGE

The Contractor's operation shall not damage any private or public improvements; including sprinkler systems, utilities, brick work/masonry, landscaping (**including trees**), driveway, curb, gutter, sidewalk or pavement. Any damage to these or other facilities resulting from the Contractor's operations shall be repaired or replaced in kind; i.e. plastic pipe shall be replaced with plastic, galvanized pipe shall be replaced with galvanized. The Contractor shall obtain a release from the individual property owner after repairing sprinklers to assure the City that the property owner is satisfied. Contractor shall submit the release form to the City for approval prior to commencing Work.

Any non-project related sprinkler/irrigation systems damaged shall be repaired by the Contractor at no additional cost within 48 hours of the time that the damage occurred. If any sprinkler/irrigation systems are damaged on Thursdays, said damage shall be repaired that day. If not completed within the said time limit, the City shall have the authority to complete such work and deduct cost plus ten (10) percent administration thereof from any monies due or to become due to the Contractor.

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15. MEASUREMENT AND PAYMENT

The unit bid price called for in the proposal shall include full compensation for all labor, material, equipment, saw-cutting, vacuuming, removal of existing sidewalk, curb and gutter, and disposal of the same from the job site; repair of damaged sprinkler systems, any utility facilities, landscaping, brick work cutting of roots and spraying of weed killer, as necessary to complete the work; maintenance of traffic control and signs; Best Management Practices (BMP's); any other incidental work to complete the work all in place, and no further compensation shall be made therefore.

16. WORK ON PRIVATE PROPERTY

Should any work be done on private property either per plan or by necessity to complete work per plan in the public right of way, the Contractor shall be responsible for contacting the private land or business owner in order to obtain permission on a City provided right-of-entry form prior to complete any work. Should any damage occur on private property and or to adjoining buildings the Contractor shall be responsible for repairing and or replacing all damaged property and shall match existing.

18. MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENT

The Contractor shall conduct his operation so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, provide safe pedestrian access and crossings, to prevent accidents and to protect the site of the work. During construction, the Contractor shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of the street shall be kept in reasonably good condition for traffic, including the necessary provisions for property drainage. Said provisions shall include, as a minimum, one lane 10 feet minimum in width in each direction, both during and after work hours. Should the requirements of construction demand closing the full width of the street, such closing shall be allowed only after the Contractor has secured permission from the City Engineer and the duration of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said area and provide and maintain barriers, guards, directional signs, watchmen and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be required by the City.

19. PUBLIC CONVENIENCE AND TRAFFIC CONTROL

The Contractor shall, at his expense, provide, place and maintain lighted precautionary traffic and construction signs, traffic cones, and painted barricades or provide flagmen in sufficient number to adequately control traffic in the construction area. The Contractor shall be mindful and respectful of pedestrian and vehicular traffic. Delineators shall be used for street barricading, shall be tied together, and must be at least 30 inches in height.

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Should the Contractor fail to furnish sufficient precautionary traffic control devices within one (1) hour after notification by the City, the City shall place the necessary items or personnel and the Contractor shall be billed for said items or personnel.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7, "Public Safety," of the Standard Specifications.

In addition to the above schedule, in the event that services of the City forces are required for the correction of traffic control conditions during hours other than the normal working hours of the City, an additional charge of five hundred dollars (\$500) per person per day shall be levied for each occurrence thereof.

If any component in the traffic control system is displaced or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system (except portable delineators placed along open trenches or excavation adjacent to the traveled way) shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

At least five (5) working days prior to commencing work, the Contractor shall submit his construction schedule to the City for approval. This schedule shall allow residents, ample "on street" parking within a 500-foot distance from their homes. The City will work with the Contractor to ensure a continuous schedule that will allow for this notification period. The notice shall include the day written in words and the date when the construction will begin.

The City will provide a sample letter at no cost to the Contractor. It shall be the Contractor's responsibility to complete the notification letter with the proper dates at the time of notification. Failure to meet notified schedule requires that the Contractor resubmit Notice to Residents within twenty-four (24) hours and reschedule paving at end of Project. The Contractor may use the sample letter or submit his own letter for prior approval of the City.

Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least five (5) working days prior to the scheduled work of the streets affected.

The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" signs along all routes. Temporary "No Parking Signs" shall have the Contractor's name, dates of work, and "City Hall Roof Replacement Project" listed on the sign at all times. Signs shall be posted at all intersections, at end of cul-de-sac streets, and on each side of the street a maximum of 150 feet between signs. Signs may be attached to existing poles, streetlight standards, tied to parkway trees, or whatever is existing in the public right of way. When necessary, the Contractor shall furnish posts. **Nailing to trees will not be allowed.**

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SPECIAL CONDITIONS AND EXHIBITS

Full compensation for providing the traffic control system (including signs and notices) shall be compensated under the Traffic Control bid item and no separate payment will be made, therefore.

EXHIBIT A

PART I – GENERAL REQUIREMENTS

1.00 GENERAL REQUIREMENTS

- 1.01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.02 CONTRACTOR shall report to the CITY'S REPRESENTATIVE all observations of: graffiti and other vandalism; illegal activities; transients; missing or damaged equipment or signs; hazards or potential hazards. The CITY will remove and/or repair reported graffiti, vandalism, damaged equipment, signs, or hazards.

2.00 INSPECTIONS, MEETINGS, & REPORTS

- 2.01 The CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment and materials, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 2.02 The CONTRACTOR or his authorized representative may meet with the CITY'S REPRESENTATIVE or his representative on each site at the discretion and convenience of the CITY'S REPRESENTATIVE, for walk-through inspections.
- 2.03 The CONTRACTOR will meet weekly or as deem necessary by the CONTRACT ADMINISTRATOR throughout the term of the contract.

3.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 3.01 The CITY'S REPRESENTATIVE shall be responsible for the enforcement of this CONTRACT on behalf of CITY.
- 3.02 The CONTRACTOR shall be notified of service deficiency by delivery of a PERFORMANCE DEFICIENCY NOTIFICATION (EXHIBIT B) by the CITY'S REPRESENTATIVE. Said notice will serve as formal notification to the CONTRACTOR that a sufficiently material service deficiency has occurred such that termination of this CONTRACT may result if satisfactory corrective action is not taken by the CONTRACTOR.

The PERFORMANCE DEFICIENCY NOTIFICATION will contain the acceptable time period for service correction. Upon notification to the CONTRACTOR that corrective action has been taken, said correction(s) will either be accepted or rejected. If accepted, part or all of the penalties (Liquidated Damages) may be waived, regardless of whether the CONTRACTOR has incurred loss as a result of said service failure.

The CONTRACTOR will be notified of correction acceptance status in writing. Should any correction not be accepted, a separate additional PERFORMANCE DEFICIENCY NOTIFICATION will be transmitted to the CONTRACTOR, thus increasing the number of DEFICIENCY NOTICES received by the CONTRACTOR.

If the CONTRACTOR should neglect or refuse or fail for any reason to perform the corrective work, the CITY may terminate the CONTRACT for non-performance pursuant to Section 3.5.1, Termination, of the CONTRACT.

- 3.03 If, in the judgment of the CITY'S REPRESENTATIVE, CONTRACTOR is deemed to be non-compliant with the terms and obligations of the CONTRACT, the CITY'S REPRESENTATIVE, may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct pro-rata from CONTRACTOR'S invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to the CONTRACTOR will be forwarded to the CONTRACTOR by the CITY'S REPRESENTATIVE in a written notice describing the reasons for said action. The monthly PERFORMANCE DEFICIENCY NOTIFICATION report shall constitute reason for any deductions so imposed.
- 3.04 CONTRACTOR shall be given forty-eight hours (48) hours (two working days) notice to correct the non-compliance. If after the notice period expires, the CONTRACTOR fails to complete the required corrections, CITY will deduct pro-rata from CONTRACTOR'S invoice, and may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the CONTRACTOR.
- 3.05 The action above shall not be construed as a penalty but as adjustment of payment to CONTRACTOR to recover cost or loss due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

4.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 4.01 Report any emergency of a safety, security or health problem to the City Police Dispatcher (909-399-5411) including, but not limited to, an unlockable exterior door, broken ground floor window, plumbing stops or leaks, electrical power outage, cooling or heating malfunction or other similar problem that cannot wait to be repaired until the next work day. Emergency problems reported to the Dispatcher and non-emergency items that require attention shall be expeditiously submitted in writing to the CITY'S REPRESENTATIVE on the next workday.
- 4.02 The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number. For hours beyond a normal 7 a.m. to 5 p.m. business day, an on-call service shall be provided.
- 4.03 Whenever immediate action is required to prevent possible injury, death, or property damage, CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CITY'S REPRESENTATIVE, charge the cost thereof to the CONTRACTOR, or deduct such cost from any amount due to the CONTRACTOR.
- 4.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the CITY'S REPRESENTATIVE. If any complaint is not abated within 24 hours, the CITY'S REPRESENTATIVE shall be notified immediately of

the reason for not abating the complaint followed by a written report to the CITY'S REPRESENTATIVE within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the CITY'S REPRESENTATIVE, the CITY'S REPRESENTATIVE may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeited from payments owing to the CONTRACTOR from the CITY.

- 4.05 The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the CITY'S REPRESENTATIVE at all reasonable times.
- 4.06 CONTRACTOR'S supervisor shall carry cell phones and shall respond to any call from the CITY within thirty minutes at any time. The CITY shall not call CONTRACTOR'S supervisor except during normal working hours.

5.00 SAFETY

- 5.01 CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all CITY, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said sites and keep a log indicating date inspected and action taken.
- 5.02 It shall be the CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The CITY'S REPRESENTATIVE shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; mopping up wet floors; traffic cones to alert patrons of the existence of hazards; and the like, so as to protect members of the public or others from injury.
- 5.03 CONTRACTOR shall notify the CITY'S REPRESENTATIVE immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CITY'S REPRESENTATIVE within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

6.00 CONTRACTOR'S STAFF AND TRAINING

- 6.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.

- 6.02 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working.
- 6.03 CONTRACTOR shall have an "on-site" representative with authority to contractually bind CONTRACTOR in matters, which may arise during this CONTRACT performance period. CONTRACTOR shall provide, prior to commencement of work under this CONTRACT, in writing to the CITY'S REPRESENTATIVE, a statement indicating by name the specific authority vested in the "on-site" representative. CONTRACTOR'S "on-site" representative shall be responsible for instructing and training of CONTRACTOR'S personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT. The "on-site" representative shall carry a cell phone and be available for consultation regarding problems on a daily basis at some time during regular working hours (7:00 a.m. to 5:00 p.m., Monday through Friday).
- 6.04 The CONTRACTOR shall require each of his personnel to adhere to basic working attire including uniform shirts clearly marked with the CONTRACTOR'S company name and employee name badges as approved by the CITY'S REPRESENTATIVE. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR'S personnel at all times. Shirts shall be worn and buttoned at all times. CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.
- 6.05 The CITY'S REPRESENTATIVE may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR is, in the reasonable belief of the CITY'S REPRESENTATIVE, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CITY'S REPRESENTATIVE to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CITY'S REPRESENTATIVE that the conduct and activities of CONTRACTOR'S employees will not be detrimental to the interest of the public patronizing the premises.
- 6.06 The CITY'S REPRESENTATIVE may at any time order any of the CONTRACTOR'S personnel removed from the premises when, in the reasonable belief of the CITY'S REPRESENTATIVE, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 6.07 At no time during the course of providing services under this CONTRACT shall the CONTRACTOR or any person employed by the CONTRACTOR have persons who are not employed by the CONTRACTOR present on CITY property. **No persons who are not employed by the CONTRACTOR** shall accompany the CONTRACTOR or any employee of the CONTRACTOR during the course of providing services under this CONTRACT.
- 6.08 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations.

- 6.03 CONTRACTOR's "on-site" representative shall be responsible for instructing and training of CONTRACTOR's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT.

7.00 NON-INTERFERENCE - NOISE

- 7.01 CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed by adhering to the normal work hours for these activities as set forth in Section 11.00.
- 7.02 In the event that the CONTRACTOR'S operations must be performed when persons of the public are present, CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

PART II - TECHNICAL SPECIFICATION

1.0 GENERAL SCOPE

Bids shall include the costs for all labor, materials, tools and equipment, including temporary traffic control, necessary to remove and replace the roof at Garner House with like materials. All materials shall be historically accurate for the Garner House. The preservation of the wood shake roof should be of utmost importance. Great care must be placed on replacing the roof to maintain the historic design.

2.0 SCOPE OF WORK

- a) Remove existing wood shake, underlayments, and all accessories.
- b) Inspect and install plywood decking per code for wood shake installation.
- c) Install two layers of Fontana VulcaSeal #30 (ASTM D226) underlayment to plywood deck per manufacturer's specifications.
- d) Install new dark brown colored alum drip edge metal fastening using nails.
- e) Install Wood Shake Shingles for Type VB construction, Class B roof minimum. (City to approve shingle spec from catalog prior to purchase)
- f) Remove and replace all roof vents.
- g) Proper sealing, to include metal micro screens, of all vent openings.
- h) Haul away all roofing debris and clean-up job site.
- i) Inspect to ensure all gutters are securely attached and sloped properly. Install metal gutter leaf guard screens to existing gutters per manufacturer spec.
- j) Sand, patch, prime and paint exterior face of fascia board prior to drip edge replacement. Two coats of high quality semi gloss enamel per City specs.

3.00 WARRANTY

CONTRACTOR must provide a 10-year guarantee on all workmanship and manufacturer standard warranties.

4.00 OTHER FEES

CONTRACTOR's bid shall include all permitting fees, all hauling and dump fees, and other associated costs for the Project.

EXHIBIT B

SAMPLE

PERFORMANCE DEFICIENCY NOTIFICATION

May be subject to change

The following performance deficiency has been observed and subsequently reported to your representative:

LOCATION: _____

DEFICIENCY: _____

NOTIFICATION:

CONTRACTOR'S REPRESENTATIVE: _____

DATE: _____ TIME: _____ METHOD OF NOTIFICATION: _____

In accordance with the provisions of this contract, corrective action must be completed within:

- _____ a) Immediately
- _____ b) Twenty-four (24) hours
- _____ c) Forty-eight (48) hours
- _____ d) Seven (7) days
- _____ e) Fourteen (14) days
- _____ f) Other specified timeframe: _____

Please initiate the necessary corrective action(s), and notify the inspector when complete.

COMMENTS:

Inspector