

INVITATION FOR BIDS

**CONTAINING
NOTICE TO BIDDERS
INFORMATION FOR BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND CONTRACT FORMS**

FOR CONSTRUCTION OF

**Ives Park and Pool ADA Transition and Expansion-
Doors and Signs
Contract No. 2016-12**

**IN THE
CITY OF SEBASTOPOL**

BID OPENING DATE

**February 8, 2017
3:00 p.m.**

ISSUED BY

**ENGINEERING DIVISION
CITY OF SEBASTOPOL
714 Johnson Street
Sebastopol, CA 95472
(707) 823-2151**

Henry Mikus, Engineering Manager

**CITY OF SEBASTOPOL
CONTRACT DOCUMENTS AND SPECIFICATIONS**

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NOTICE TO BIDDERS

Sealed proposals will be received by the Engineering Manager, Engineering Division, 714 Johnson Street, Sebastopol, California 95472, up to the hour of **3:00 p.m. on Wednesday, February 8, 2017** for:

**Ives Park and Pool ADA Transition and Expansion-
Doors and Signs
Contract 2016-12**

In accordance with the applicable provisions of the Labor Code, the Director of Industrial Relations, State of California has determined the general prevailing wage rates. Copies of those rates are on file with the City Engineer.

Attention is directed to the Federal minimum wage rate requirements in Appendix B entitled "Federal Wage Rates." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Plans and specifications may be examined at the office of the Sebastopol Public Works Department, 714 Johnson Street, Sebastopol, California 95472, and may be obtained upon payment of Thirty Dollars (\$30.00). There will be no refund for plans and specifications. Bidders must possess a valid **Class B** license in accordance with the provisions of the State Contractor's License Act. Questions regarding the project plans, and specifications, or other contract provisions, bonding, and insurance shall be addressed to the City Engineer, Joseph Gaffney at (707) 823-2151.

Proposals for the job must be submitted on the proposal forms included in these specifications without removal therefrom. Proposals shall be enclosed in an envelope marked:

**Ives Park and Pool ADA Transition and Expansion-
Doors and Signs
Contract 2016-12**

Each proposal must be accompanied by cash, or an unconditional certified bid bond or check made payable to the City of Sebastopol, and such cash, check, or bond shall be in an amount equal to at least ten percent (10%) of the amount of the bid.

Notice is hereby given that for any moneys earned by the contractor and withheld by the City to ensure performance of the contract, the contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

The City Council of the City of Sebastopol reserves the right to reject any and all bids and to waive any informality in any bid received. The award of the contract, if it were awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

By order of the City Council of the City of Sebastopol, Sonoma County, California.

CITY OF SEBASTOPOL

Henry Mikus, Engineering Manager

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INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

Section 1 Receipt and Opening of Bids:

The City of Sebastopol (herein called the Owner) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Engineering Manager until **3:00 p.m. on Wednesday, February 8, 2017**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Engineering Manager, Engineering Division, 714 Johnson Street, Sebastopol, California, 95472, and designated as bid for:

Ives Park and Pool ADA Transition and Expansion- Doors and Signs Contract 2016-12

The Owner may find any bid not prepared and submitted in accordance with the provisions hereof non-responsive and may waive any informality or reject any and all bids. Any bid may be withdrawn before the postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw within 30 days after the actual date of the opening thereof.

Section 2 Preparation of Bid:

BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED IN THIS DOCUMENT WITHOUT REMOVAL THEREIN.

All blank spaces for bid prices must be filled in, in ink or typewriter, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Section3 Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

Section 4 Site Visit

Prospective bidders are strongly encouraged to visit the job site prior to the bidding date. Contact the Sebastopol Engineering Division at 707-823-2151 for directions.

Section 5 Telegraphic Modifications:

Any bidder may modify his bid by telegraphic communication at anytime prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

Section 6 Qualification of Bidder:

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence is submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Bidder must possess a valid Class B Contractor's License.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Section 7 Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of a bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Section 8 Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds, and Insurance Certificates, required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Please refer to proposed schedule of work contained in Special Provisions, Section 6.

Section 9 Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within.

21 working days

thereafter. Bidder must also agree to pay as liquidated damages, the sum of \$500.00 for each consecutive working day thereafter as hereinafter provided in the General Conditions. Please refer to proposed schedule of work contained in Special Provisions, Section 6.

Section 10 Conditions of Work:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the

contractor, in carrying out his work, must employ, such methods or means as will not cause any interruption of or interference with the work of any contractor.

Section 11 Addenda and Interpretation:

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder.

Every request for such interpretation should be in writing addressed to Sebastopol Engineering Division, 714 Johnson Street, Sebastopol, California 95472, and to be given consideration must be received at least five working days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), and not later than three days prior to the date fixed for opening bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 12 Security for Faithful Performance:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

Section 13 Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 14 Laws and Regulations:

The Bidder's attention is directed to the fact that all applicable Federal Laws and Standards, State Laws and Standards, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Reference is made to the Provisions of the Contract contained in these specifications where applicable Federal and State Laws are specified.

The work of this project is further subject to and the Contractor shall construct the work in strict conformance with the 2010 Americans with Disabilities Act Standards for Accessible Design and the 2013 California Building Code (Title 24) as amended, whichever is more stringent. Nothing in the approved Contract Documents is intended to deviate from any applicable standard nor relieve the Contractor from its obligation to construct the work in full compliance with these standards.

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 15 Method of Award - Lowest Qualified Bidder:

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds estimated by the Owner to be available to finance the contract, the contract will be awarded.

Section 16 Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect of his bid.

Section 17 Workmen's Compensation:

The Contractor shall maintain adequate workmen's compensation insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such workmen's compensation laws of the State of California, and shall provide, where practicable, employers' general liability insurance for the benefit of his employees and the employees of any subcontractor under him not protected by such compensation laws, and proof of such insurance satisfactory to the Governing Body shall be given by filing certificates of such insurance with the Engineer of work in form satisfactory to the Governing Body. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Section 18 Wage Scale:

Pursuant to Section 1773 of the Labor Code of the State of California, the City has obtained from the Directory of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of workman required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Engineering Manager to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site. The provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code and particularly Section 1775 thereof, shall be complied with.

Attention is directed to the Federal minimum wage rate requirements in Appendix B entitled "Federal Wage Rates." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Section 19 Hours of Labor:

The Contractor shall forfeit, as penalty to the City, one hundred twenty-five dollars (\$125.00) for each workman employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

Section 20 Apprentices:

In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. The ratio of apprentices to journeymen who shall be employed in the respective crafts or trades may be the ratio stipulated in the apprenticeship standards under which the appropriate joint apprenticeship committee operates. Willful failure by the contractor to comply with said Section 1777.5 shall result in his being denied the right to bid on a public works contract for a period of six months from the date determination is made.

Information relative to number of apprentices, indemnification, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

Section 21 Labor Discrimination:

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious, creed, color, national origin or ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code. Any contractor for public works violating this section is subject to all penalties imposed for a violation of this chapter."

Section 22 City Water:

Contractors may obtain water from a filler line located at the City Corporation Yard, 714 Johnson Street, or from an alternate source approved by the Public Works Superintendent prior to the start of construction. Contact the Sebastopol Public Works Department for information. Unauthorized use of City hydrants or water outlets is not allowed and will result in legal proceedings by the City of Sebastopol.

Section 23 Safety Standards and Accident Prevention:

With respect to all work performed under this contract, the Contractor shall:

1. Comply with the safety standard provisions of all applicable laws, building and construction codes in the "Manual of Accident Prevention in Construction" latest edition, as published by the Associated General Contractors of America; the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596; 29 U.S.C. §651 et seq. (1970), Title 8 of the California Code of Regulations, and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees and the public) and property.
3. Maintain at his field office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including the public and employees), who may be injured on or adjacent to the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BIDDER'S PROPOSAL

(DO NOT DETACH)

**Ives Park and Pool ADA Transition and Expansion-
Doors and Signs
Contract 2016-12**

To the Honorable City Council
City of Sebastopol
Sebastopol, California

Honorable members of the Council:

The undersigned, as a bidder, declares he/she has carefully and thoroughly examined the location and environs of the proposed work and that he/she has carefully and thoroughly examined all the plans and specifications, including but not necessarily limited to, all approved construction document revisions along with all applicable local, state and federal laws, regulations, standards, codes and ordinances which are incorporated by reference, and hereby proposes to furnish all materials and to do all work required to orderly and in a workmanlike manner consistent with industry practice at the highest standards of care complete the Work in accordance with the plans and specifications and construct the Work in conformance with all applicable local, state and federal laws, regulations, standards, codes and ordinances. Bidder hereby agrees to commence work under this contract on or before a date specified in written "Notice to Proceed" of the Owner, and to complete the work within twenty-one (21) working days as stipulated in the specifications, or agree to the assessment of liquidated damages, and to accept payment in full for the work at the prices as set forth on the attached Bidder's sheets.

Licensed in accordance with an act providing for the registration of Contractor's License No. B.

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners comprising the firm. If a corporation, state legal name of corporation and also name of President, Secretary, Treasurer and manager thereof and the name of the qualifying licensee).

DATED: _____, 20__

BIDDER'S SHEETS

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	PRICE
1	Mobilization, Bonds & Insurance	1	LS		
2	Doors, frames, thresholds and associated hardware replacements	4	LS		
3	Kick plates and adjustments to existing storefront doors	3	LS		
3	Signs Owner Furnished Signs – Contractor Installed				
TOTAL BID =					

Above unit prices shall include all costs for performing the entire contract as shown on the plans and included in these specifications and shall include but not be limited to all labor, materials, tools, equipment, mobilization, tree preservation, profit, overhead, insurance, bonds, and the like required to finish the various items of work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the section of the General Conditions entitled "Contract Security." The bid security attached in the sum of

_____ (\$ _____), is to become the property of the Owner in the event the contract and bond are not executed within the time and additional expense to the Owner caused thereby.

Respectfully Submitted,

Signature

Print Name

Title

Address

City, State, Zip Code

SEAL - (If Bid by a Corporation)

**STATEMENT OF EXPERIENCE OF BIDDER
TO BE COMPLETED BY BIDDER AND
SUBMITTED WITH THE BID**

The bidder has been engaged in the contracting business, under the present business name, for ___ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of ___ years.

The bidder is required to state below work of similar magnitude or character that he has done, and to give references that will enable the Governing Body to judge his experience, skill, and business standing, and his ability to conduct the work completely and as required under the terms of the Contract.

**Year, Location, Magnitude
and Type of Work**

**Owner / Contact Person
and Phone Number**

Bank References: _____

Contractor's License No: _____ Signature of Bidder: _____
State of California

Attach other sheets as necessary.

**LIST OF SUBCONTRACTORS
TO BE COMPLETED BY BIDDER AND
SUBMITTED WITH THE BID**

In accordance with the provisions of Sections 4104 and 4111, inclusive, of the Government Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price. In each such instance, the nature and extent of the work to be subcontracted shall be described.

The General Contractor to whom the contract is awarded will not be permitted without written consent of the City, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. If the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute the written contract presented to him by the General Contractor, the owner shall be notified and a replacement agreed upon.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only with the written consent of the City.

Subcontractor Name	Contractors License #	D.I.R. #	Address of Office, Mill or Shop	Description of Work To Be Performed	% of Total Bid

NOTE: All subcontractors must provide insurance certificates and endorsements in accordance with "Insurance Requirements For Contractors" contained in this document.

**BID BOND
TO BE EXECUTED BY THE BIDDER AND
SUBMITTED WITH THE BID**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
as Surety, are hereby held and firmly bound unto the CITY OF SEBASTOPOL, as owner in the penal
sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of, _____ 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF SEBASTOPOL a certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing for the

**Ives Park and Pool ADA Transition and Expansion-
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NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated. The Surety for value received, hereby stipulated and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

SEAL

BY: _____

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)
) ss.
County of _____)

Being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Principal

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between CITY OF SEBASTOPOL, herein called "owner," acting herein through its CITY MANAGER and

STRIKE OUT (A Corporation) (A Partnership)
INAPPLICABLE (An Individual doing business as _____)
TERMS

of _____, County of _____, State of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

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hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Provisions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Notice to Bidders, Bidders Proposal, the General Conditions, and Special Provisions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings or written explanation matter thereof, the specifications and contract documents therefor as prepared by the City of Sebastopol Public Works Department, herein entitled the Engineer all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within Twenty-one (21) working days. The Contractor further agrees to pay, as liquidated damages, the sum of \$1,500.00 for each consecutive working day thereafter as provided in Section 9 of the Information to Bidders.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Part II, Section 20, "Payments to Contractor" of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day above mentioned.

SEAL

CITY OF SEBASTOPOL
(Owner)

Attest:

BY: _____

(City Clerk)

(City Manager)

(Contractor)

SEAL

BY: _____

(Secretary)

(Title)

(Witness)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

100%
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____ hereinafter called "Principal"
and (3) _____ of _____ State of _____
_____ hereinafter called "Surety", are held and firmly bound into (4) CITY OF
SEBASTOPOL of SEBASTOPOL, CALIFORNIA hereinafter called "Owner", in the penal sum of
_____ Dollars (\$ _____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with the Owner dated the _____ day of _____, 20 __, a copy of which is hereto attached
and made a part hereof for the construction of:

Ives Park and Pool ADA Transition and Expansion-
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NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any default, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge
the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____, day of _____, 20__

ATTEST:

(Principal)

By: _____

(Address)

(SEAL)

Witness as to Principal

(Address)

(Surety)

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

(Address)

(SEAL)

Witness as to Principal

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct Name of Surety
- (4) Correct Name of Owner
- (5) If Contractor is Partnership, all partners should execute bond.

50% PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership or Individual)
_____ hereinafter called "Principal" and _____
(Surety)
_____ of _____ State of _____

hereinafter called "Surety", are held and firmly bound unto the CITY OF SEBASTOPOL, 7120 BODEGA AVENUE, SEBASTOPOL, CALIFORNIA 95472, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**Ives Park and Pool ADA Transition and Expansion-
Doors and Signs
Contract 2016-12**

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____, day of _____, 20____.

ATTEST:

(Principal)

By: _____ (S)

(Address)

(SEAL)

Witness as to Principal

(Address)

(Surety)

By: _____
Attorney-in-Fact

ATTEST:

(Surety) Secretary

(Address)

(SEAL)

Witness as to Principal

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) If Contractor is a Partnership, all partners should execute bond.

CITY OF SEBASTOPOL INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. A Waiver of Subrogation endorsement is required on Workers' Compensation Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. 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.
2. **Auto Liability:** \$2,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be disclosed to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The *named additional insured* with respect to this contract shall include the following:

The CITY OF SEBASTOPOL, its Officers, Officials, Employees and Volunteers.

2. The *named additional insured* are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to all liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)

3. For any claims related to this project, the Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Sebastopol's insurance or self- insurance.
4. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City of Sebastopol and the County of Sonoma.

Acceptability of Insurers

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

Verification of Coverage

Within ten days of the City's request, the Contractor shall furnish the City with original certificates and amendatory endorsements affecting the coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owners policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before the contract is executed. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.

Subcontractors

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the contract indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the city.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City contract indemnity and insurance provisions will be furnished to the Subcontractor upon request.

PART II

GENERAL CONDITIONS

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PART II
GENERAL CONDITIONS

Section 1 Definitions:

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Building Official": The Building Official of the City of Sebastopol, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- (c) "Engineer": The City Engineer of the City of Sebastopol, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Owner": The City of Sebastopol.
- (f) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

Section 2 Shop or Setting Drawings:

The Contractor shall submit promptly to the Engineer copies of each shop or setting drawing as specified in Part IV, Project Manual. After examination, such drawings by the engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for the conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings. Contractor shall provide cut sheets for all items (doors, hardware, thresholds and signs) within the scope of this project. These shall be subject to review by the City Engineer prior to Contractor proceeding with the work.

Section 3 Materials, Services and Facilities:

- (a) It is understood that except as otherwise specifically stated in the Contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

Section 4 Contractor's Title or Materials:

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

Section 5 Inspection and Testing of Materials:

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

Section 6 "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Section 7 Permits, and Regulations:

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

Section 8 Contractor's Obligations:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Building Official and/or Engineer as given from time to time during the progress of work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The contractor shall construct the Work in strict conformance with all applicable federal, state and local standards, regulations, ordinances and general orders. Should any conditions be present at the site wherein the Work cannot be accomplished in strict conformance with such standards, regulations, ordinances and general orders the Contractor shall notify Owner prior to submitting bids. The Contractor shall, prior to submitting, notify Owner and Architect of any discrepancies, errors or omissions in the contract documents.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect and the Owner.

Section 9 Weather Conditions:

In the event of temporary suspensions of work, or during inclement weather, or whenever the Engineer shall direct, the contractor shall, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

Section 10 Protection of Work and Property - Emergency:

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, with previous instructions from the City Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter.

Where the contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

Section 11 Reports, Records, and Data:

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract. The Contractor shall maintain and furnish payroll records in accordance with Labor Code Section 1776.

Section 12 Superintendence by Contractor:

The Contractor shall maintain on the Project during at least 95% of the time work is being performed by the prime Contractor and/or its subcontractors, a superintendent with the authority to make all decisions relating to the Project. The Contractor shall provide the name and telephone number of the Acting Superintendent at the preconstruction conference. The Superintendent shall be accessible by telephone or pager on a 24-hour basis. It is understood that such representative shall be acceptable to the Engineer and shall be the one who will continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

Section 13 Changes in Work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. All requests for contract change orders shall be in writing. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor, including foreman;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and retirement and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15 %) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

Section 14 Extras:

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Engineer acting officially for the Owner, and the price is stated in such order.

Section 15 Time for Completion and Liquidated Damages:

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the contractor does hereby agree, as a part consideration for the awarding of this contract, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

Section 16 Correction of Work:

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Building Official and/or Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct to correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by such amount in the judgment of the Building Official and/or Engineer.

Section 17 Claims for Extra Cost:

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 13(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

Section 18 Right of the Owner to Terminate Contract:

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay

shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

Section 19 Construction Schedule and Periodic Estimates:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown of the contract price and periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

Section 20 Payments to Contractor:

Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this such estimate, except that at any time after fifty percent (50%) of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Owner may reduce the total amount being retained from payment to five percent (5%) of the total estimated value of said work. Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the Surety of the Performance and Payment Bond. The Engineer may at anytime during the contract, recommend returning to ten percent (10%) retained if satisfactory progress is not being made by the Contractor.

The Contractor shall submit his monthly estimate of work (in triplicate) no later than the first day of the month.

All work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment

to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Section 21 Acceptance of Final Payment Constitutes Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release of the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bond. Final payment shall be made 35 days after recording of Notice of Completion.

Section 22 Contract Security:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performances of this contract and also a payment bond in an amount not less than fifty percent (50%) of the contract price, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 23 Mutual Responsibility of Contractors:

If, through acts of neglect on the part of the Contractor, any other Contractor or any other Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

Section 24 Separate Contract:

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of work. The Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

Section 25 Subcontracting:

The Contractor may utilize the services of specialty Subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement

concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all Subcontractors relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.

Section 26 Engineer's Authority:

The Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

Section 27 Use of Premises and Removal of Debris:

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus materials, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

Section 28 Quantities of Estimate:

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

Section 29 Lands and Rights-of-Way:

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

Section 30 General Guaranty:

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

Section 31 Insurance Requirements for Contractors:

Refer to Part I, Information for Bidders for Insurance Requirements.

Section 32 Workmen's Compensation Insurance:

Workmen's Compensation Insurance: The Contractor shall maintain adequate workmen's compensation insurance under the laws of the State of California for all labor employed by him or by any Subcontractor under him who may come within the protection of such workmen's compensation laws of the State of California, and shall provide, where practicable, employers' general liability insurance for the benefit of his employees and the employees of any Subcontractor under him not protected by such compensation laws; and proof of such insurance satisfactory to the Governing Body shall be given by filing certificates of such insurance with the Engineer of work in form satisfactory to the Governing Body. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. See Insurance Requirements for Contractors, in Part I, Information for Bidders.

Section 33 Claims and Arbitration:

Public Contract Code Sections 20104 to 20104.6 and Section 9-1.10, "Arbitration," of the Standard Specifications are hereby incorporated into this contract. In the event of a discrepancy, the Public Contracts Code shall take precedence.

Sections 20104 to 20104.6 of the Public Contracts Code state the following:

§20104. Application of article; "Public work"; "Claim"

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

§20104.2. Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4. Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for the purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators, shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3, of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under this chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§20104.6. Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 34 Damage by Storm, Flood, Tidal Wave or Earthquake:

If the project is damaged by storm, flood, tidal wave or earthquake, then payment shall be made to the Contractor for repair in accord with Section 7-1.165 of the State of California Department of Transportation Standard Specifications except that payment or participation in payment shall only be made when such damage exceeds 5 percent (5%) of the amount of the Contractor's bid.

Section 35 Checking of Drawings:

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures shown on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern over small scale

drawings. The Contractor shall compare all drawings and verify the figures before layout of the work, and shall be responsible for any errors which might have been avoided by such comparison.

Section 36 As-built Drawings:

The Contractor shall deliver to the Engineer, one set of marked prints showing any deviation from the contract drawings. The Contractor shall show all information necessary for the preparation of an accurate record of the installation. This copy shall be neatly prepared and shall be submitted from time to time so that it may be checked by the Engineer before the work is covered up. As-Built Drawings shall be complete and approved before final payment being issued.

Section 37 Substitute Materials and Equipment:

The Contractor may, at his option, suggest substitute makes and kinds of materials and equipment (other than those specified), indicating the amount of credit or extra cost in each instance. Acceptance of substitute items shall be only by written approval of the City. In the event the Engineer's evaluation of the suggested substitute item is required to obtain City's approval, the Contractor shall pay the Engineer's fee for investigating and evaluating the substitution. In all instances of substitutions, the Contractor shall assume full responsibility for having all substitute items comply in all respects with the applicable portions of the contract specifications, except where such requirement is specifically waived by the City.

Section 38 Defective Material or Work:

Materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Work which does not conform to the requirements of these specifications or is deficient in construction, shall be rejected by the Engineer and be replaced by the Contractor at his own proper cost, charge and expense, and without allowance for additional cost of such replacement to the Contractor.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of these Articles or Sections, the Engineer shall have authority to remove and replace defective material or work at the expense of the Contractor, and the Contractor and his Sureties shall be liable therefor.

Section 39 Right to Retain Imperfect Work:

If any portion of the work done or material furnished under this contract shall prove defective and not in conformance with the drawings and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he shall make deductions therefor in the payments due or to become due for the applicable contract item(s) of work as may be just and reasonable.

Section 40 Existing Utilities:

The Contractor is responsible for protection of all utility services and facilities within the limits of this work. The Contractor is responsible for checking in the field the locations as shown, and is further responsible for any and all utility laterals or services where presence or location is unknown.

The Contractor is responsible for not interrupting any of the utility services while work is in progress and he shall take proper precautions to safeguard such utilities while working near them. Should any utility be damaged during construction, all cost of replacing or repairing shall be borne by the Contractor.

The Pacific Gas and Electric Company and Pacific Telephone shall be notified 48 hours prior to any construction near its underground facilities, and shall be notified by the Contractor well in advance of construction to make utility lines.

The Contractor shall take precaution against damage of private water and gas service lines when crossing private property.

The Owner shall be notified and a request made that all sewer and water lines be marked before start of construction.

Prior to starting work, the contractor shall (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation, will mark their locations in the field using USA standard colors and codes to identify the facility.

Section 41 Differing Site Conditions:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment excluding loss of anticipated profits will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination as to whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

Section 42 Project Appearance:

The Contractor shall maintain a neat appearance to the work.

In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefor.

Section 43 Hazardous Waste in Excavation:

If the Contractor encounters material in excavation which he/she has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he/she shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

If such suspension delays the current controlling operation more than two working days, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications.

The department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

Section 44 Removal of Asbestos and Hazardous Substances:

When the presence of asbestos or hazardous substances is not shown on the plans or indicated in the Specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications.

Section 45 Substitution of Securities for Withheld Funds:

Upon the Contractor's request, pursuant to Public Contract Code 22300, the Owner will pay to the Contractor the funds withheld from progress payments to ensure performance of the contract, if the Contractor substitutes satisfactory securities as follows.

- (a) At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- (b) Alternatively, the Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- (c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

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

- (d)(1) If the Contractor elects to receive interest on moneys withheld in retention by the Owner, the Contractor shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the Contractor from the subcontractor. If the Contractor elects to receive interest on any moneys withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor.
- (2) This subdivision shall apply only to those subcontractors performing more than five percent of the Contractor's total bid.
- (3) No contractor shall require any subcontractor to waive any provision of this section.
- (e) The escrow agreement used hereunder shall be substantially similar to the following form:

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between _____
 _____ whose address is _____
 _____ hereinafter called "Owner,"
 _____ whose address is _____
 _____ hereinafter called "Contractor" and
 _____ whose address is _____
 _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent hold securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Name

Signature

Address

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of the is Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Name

Signature

Title

Name

Signature

Section 46 Antitrust Claim Assignment:

In entering into this public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Section 47 Examination and Audit of Contracts:

This contract shall be subject to the examination and audit of the State Auditor at the request of the Owner or as part of any audit of the Owner, for a period of three years after final payment under the contract.

The examinations and audits under this section shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

Section 48 Sanitary Sewer Overflow Emergency Response Plan:

The City has adopted an Overflow Emergency Response Plan (OERP) as required by the SWRCB Statewide General Waste Discharge Requirements, in order to support an orderly and effective response to Sanitary Sewer Overflows (SSOs).

Sanitary Sewer Overflows (SSOs) are defined as follows:

Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system including:

- (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
- (ii) Overflows or releases of untreated or partially treated wastewater that do not reach the waters of the United States; and
- (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

The Contractor shall follow the following procedures in the event that you cause or witness a Sanitary Sewer Overflow.

- **IMMEDIATELY NOTIFY THE CITY**
 - During Business Hours: (707) 823-5331
 - After Hours: (707) 829-4400
- **PROTECT THE STORM DRAINS USING MATS, DYKES, BERMS, ETC.**
- **PROTECT THE PUBLIC** - If the spill is entering an area where public contact may occur, and if it is safe to do so, prevent, to the extent possible, public contact with the sewage until City Maintenance Workers arrive.
- **PROVIDE INFORMATION** - Provide the City Maintenance Workers with information about the overflow such as start time, appearance point, suspected cause, weather conditions, etc.
- **Direct ALL media and public relations requests to:**
 - Engineering Manager: (707) 823-2151
 - City Manager: (707) 823-1153

PART III

SPECIAL PROVISIONS

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PART III

SPECIAL PROVISIONS

Section 1 Contract:

All work described in the plans and specifications will be let under one contract in the manner set forth in the Notice to Bidders, and in the Bidder's Proposal. The City reserves the right to award any combination of projects, dependent upon available funds.

Section 2 Location of Work:

The work is located at IVES PARK as indicated in Appendix B.

Section 3 Governing Documents:

All work shall be done in accordance with the General Conditions, these Special Provisions, Construction Plans and details, the 2010 Americans with Disabilities Act Standards for Accessible Design, the 2013 California Building Code (Title 24) as amended and the City of Sebastopol Standard Plans and Details dated July 1998 insofar as they may apply.

The Standard Specifications of the Department of Transportation, State of California, dated July 2010, hereinafter referred to as the Standard Specifications.

In the case of conflict between the Standard Specifications, and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. In the case of conflict between the approved construction documents, 2010 Americans with Disabilities Act Standards for Accessible Design, the 2013 California Building Code (Title 24), the most stringent shall apply and govern the construction of the work.

Section 4 Description of Work:

The work includes the following:

1. Replacement of selected interior and exterior doors, frames, thresholds and associated hardware serving the Men's and Women's shower / dressing rooms; providing kick plates to existing storefront doors. Provision of new and replacement of existing accessibility related signs. **NOTE: New signs are OWNER FURNISHED CONTRACTOR INSTALLED.**

Section 5 Permits:

This Contract will constitute the contractor's permit to perform work on Owner's property. The contractor and any subcontractors are also required to obtain City business licenses. The contractor shall be responsible for obtaining these and for paying any associated fees prior to the start of construction and inspection fees as required.

Section 6 Signs and Barricades:

The Contractor shall furnish all signs and barricades, the cost of which shall be included in the item for Traffic Control System. Contractor shall acquaint himself with applicable portions of Section 7 of the Standard Specifications relating to Public Convenience, Public Safety, Portable Delineators, Preservation of Property, and Indemnity and Insurance.

The Contractor shall ensure for the continuity of safe and accessible paths of travel to the public to facilities to remain open to the public during all phases of the construction.

Section 7 Dust and Debris Control:

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for all mud, rocks, dust, dirt, debris and contaminant producing materials that originate in the project area and are deposited on the site of the Work and any other public or private property by truck tire, spillage, or by other means. The contractor shall, before the end of each day's work, clean all construction areas and adjacent areas affected by construction activities.

The Contractor shall provide for the prevention of contaminants and dust entering any mechanical and plumbing systems.

The Contractor shall control dust by any appropriate means as approved by the City Engineer.

Section 8 Coordination, Scheduling and Sequencing of Work – Continuity of Public Services:

The public service facilities will remain operational, as reasonably limited by and coordinated with construction activities. Sequencing the work to accommodate continuity of public services shall be made in advance with the City's representative. Any discontinuity of services shall be limited to that approved in advance by the City's representative. Temporary interruption of utilities shall be of the least reasonable duration as approved in advance by the City's representative.

Section 9 Existing Facilities:

As part of the work, existing valves, services, utilities, pipes, conduit, electrical, plumbing, mechanical systems and irrigation sprinklers and all other fixtures and equipment to remain shall be protected from damage. Contractor shall bring any currently damaged facilities or deteriorated conditions affecting the work to the attention of the Engineer prior to commencing work in affected areas. If none are reported, all damaged facilities within the job site shall be assumed caused by the Contractor.

Section 10 Construction Fitting and Coordination:

The Contractor is responsible for laying out the Work and verifying field conditions for proper fit, function and performance. The Contractor's Shop Drawings shall be subject to review and approval by the City before the Contractor proceeds.

Section 11 Proposed Schedule of Work:

Bid Opening	February 8, 2017
City Council Selects Contractor	February 21, 2017
Deadline to Execute Contract	Ten working days from Notice of Award
Notice to Proceed (approx.)	March 7, 2017
Completion Date (approx.)*	April 4, 2017
*Time of Completion,	

Section 12 Material to be Encountered in Excavations:

The Contractor shall visit the site and satisfy himself regarding the character of the material which may be encountered.

Section 13 Copies Furnished:

The Engineer will furnish to the Contractor, free of charge, five (5) sets of the specifications and drawings.

Section 14 Additional Drawings:

The Engineer will furnish from time to time such additional drawings and information as he may consider necessary for the Contractor's guidance, and the Contractor shall make his work conform to all such drawings.

Section 15 City Furnished Facilities:

Water is available from a filler pipe at the City Corporation Yard, or the Contractor may request a hydrant service from the Sebastopol Public Works Department by paying a security deposit of \$200.00, and an installation and removal fee of \$100 for a backflow preventer device to be installed by City forces and removed on completion of the project. The security deposit is refundable on return of the backflow device in good operating condition. Depending on the availability of space, the Contractor may make arrangements to store materials at the City Corporation Yard.

Section 16 Public Convenience, Safety and Traffic:

The Contractor shall so conduct his operations in a manner which causes the least possible obstructions and inconvenience to the public in accessing the programs housed at the facilities at the site. The contractor shall provide temporary facilities to allow pedestrian accessibility around work areas as necessary.

All safety orders, rules and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under the contract shall all be obeyed and enforced by the contractor.

All costs involved in respect to the above requirements will be considered as included in the prices bid for the various contract items of work and no additional compensation will be allowed.

The City hosts an annual Apple Blossom Festival, with many activities at the Ives Pool and Park, that during 2017 is scheduled for the weekend of April 22 and 23, 2017. It is the desire of the City of Sebastopol that the project be completed by these dates.

If for unseen circumstances the project is not complete by these dates the project site must be vacated and presented in a manner safe to the public for the duration of the festival.

Section 17 Areas for Contractor's Use:

The right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy areas other than those identified by the City Engineer or allow others to occupy such areas for purposes which are not necessary to perform the required work.

The Contractor shall remove all equipment, materials, and rubbish from the work areas, City-owned property and adjacent property on which work is to occur, and other areas which he/she occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 46, "Final Cleaning Up," of these Special Provisions.

The Contractor shall secure at his/her own expense any area required for storage of equipment or materials, layout or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans outside the contract limits.

Section 18 Trees, Shrubs, Grass Areas, Etc.:

Damage to trees and shrubs shall be avoided wherever possible. It shall be the Contractor's responsibility to replace, in kind, any irrigation, trees, shrubs or turf destroyed or damaged during construction.

Before construction, the City and Contractor shall walk the entire project and City shall take pictures of existing improvements as a record of as-is conditions.

Any existing improvements damaged or removed by the Contractor as a result of his operations shall be repaired or replaced. All costs involved in the protection and restoration of existing improvements shall be included in the prices bid for the various items of work.

Section 19 Damage to Existing Improvements:

Any existing improvements damaged or removed by the Contractor as a result of his operations shall be repaired or replaced. Any paving, building element, equipment, system or furnishing damaged or destroyed during the Contractor's operations shall be replaced in kind to the Engineer's satisfaction. All costs involved in the protection and restoration of existing improvements shall be included in the prices paid for the various items of work.

Section 20: Order of Work:

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions.

Before beginning construction, a preconstruction meeting between the Contractor, Building Official, City Engineer, and City Inspector will be held.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

Section 21 Property Owner Notifications:

The Contractor shall notify all property owners and entities/groups/organizations (government, non-government, or private) affected by the project work at least 48 hours before work is to begin. In addition, the Contractor shall notify property owner(s) and the City 72 hours before entering private property or interrupting any utility service. Notice requirements shall be reviewed and approved by the Engineer before being sent.

Any required shut down of the water system shall be performed by City Public Works forces. Contact the City Public Works Department at least 48 hours before requiring shut down of water mains.

Section 22 Temporary Erosion Control:

NOT USED.

Section 23 Preservation of Property:

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

Existing trees, shrubs, turf and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-4.07, "Replacement," of the Standard Specifications and the following:

The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 15-gallon. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center.

Damaged or injured plants shall be removed and disposed of outside the street right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. Storm drain easements and temporary construction easements are shown on the plans and shall be staked for location by the surveyors. Temporary easements may be used to move equipment and material and store material as required. The Contractor shall not disturb or remove trees, plant material or facilities located within the confines of the temporary easement unless required by his operations. The Contractor's attention is directed to section entitled, "Final Clean-up," of these Special Provisions.

Section 24 Progress Schedule:

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

Section 25 Cooperation:

Attention is directed to Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

Other forces may be engaged in installing or in making adjustments to or in relocating various utility or other non-highway facilities throughout the project.

Section 26 Safety:

The Contractor is hereby specifically informed that under this contract he has the sole responsibility for the safety of his work, including his workman, equipment and that of subcontractors, and of the general public as they may come in contact with the work. The Engineer or Inspector has specifically **not** been hired to review the Contractor's safety or methods of operation.

At the end of each day, excavations shall be backfilled, plated with steel trench plates or barricaded and fenced.

Section 27 Obstructions:

The Contractor will be required to work around existing facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with services resulting from his operations.

Section 28 Hours of Work:

Construction work shall be limited to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday.

Section 29 Construction Area Signs:

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

Construction area signs shall not be used until they are needed and when no longer needed they shall be removed from the site of the work.

No separate measurement or payment will be made for construction area signs. All costs associated with construction area signs shall be included in the lump sum contract price for the work and no additional compensation will be allowed.

Section 30 Maintaining Traffic:

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12 "Construction Area Traffic Control Devices," of the Standard Specification. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibilities as provided in said Section 7-1.09.

The Contractor's equipment and materials may not be stored within City right-of-way. Construction shall be staged from a site procured by the Contractor at no expense to the City.

The Contractor shall notify the Engineer of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

PART IV

SPECIFICATIONS

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PART IV – SPECIFICATIONS

SECTION 10-1 GENERAL

10-1.01 ORDER OF WORK: Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 10-1.11, "Notice to Area Residents" as a controlling scheduling item of work.

The Contractor shall submit the following technical information prior to the pre-construction conference:

1. Emergency Contact Numbers for Prime and Subcontractors.
2. Proposed sequencing of work including closures of Men's and/or Women's dressing / shower rooms and planned utility outages. Closure shall be sequenced such that only one dressing / shower room is closed at a time.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.02 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD: This location is within an area controlled by the Regional Water Quality Control Board. The Contractor shall fully inform himself of all rules, regulations, and conditions that may govern his operations in said area and shall conduct his work accordingly.

The Contractor shall comply with the regulations of the North Coast Regional Water Quality Board and the discharge prohibitions and guidelines pertaining to construction activities listed on pages 1-5-7 through 1-5-9 of the Water Quality Control Plan North Coastal Basin dated April, 1975.

The Contractor shall also conform to the requirements of Appendix A of this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

10-1.03 PROGRESS SCHEDULE: Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

The progress schedule shall identify refuse collection days. The schedule for slurry sealing shall include a makeup day to be included in posting no parking and notices to area residents such that all of the schedule work will be completed within the scheduled periods. Failure to complete schedule work which results in rescheduling, reposting no parking signs, and redistribution of

notices to area residents, all of which shall be at the Contractor's expense and shall not be a basis for time extensions unless caused by unforeseen weather.

Requests for changes in the schedule must be submitted to the Engineer for approval at least 48 hours prior to slurry sealing the streets affected.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.04 COOPERATION: Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

Other forces may be engaged in constructing improvements adjacent to the project. In some instances the Contractor may be required to coordinate work and share work areas with PG&E, SBC, Comcast and the City's other contractors. The Contractor shall cooperate at all times with utility agencies and other contractors in the vicinity of the project and as directed by the City.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.05 SAFETY: The Contractor is hereby specifically informed that under this contract he has the sole responsibility for the safety of his work, including his workforce, equipment and that of subcontractors, and of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review the Contractor's safety or methods of operation.

10-1.06 OBSTRUCTIONS: Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and Section 15 "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the existence of underground power, telephone, cable television, gas, water, sewer, streetlight conduits and irrigation lines within the area in which construction is to be performed. The Contractor will be required to work around these facilities as needed to perform work in accordance with the plans.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed, and he will be held liable to the owners of such facilities or interference with services resulting from his operations.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.07 HOURS OF WORK: Construction work shall be limited to the hours between 7:00 AM and 6:00 PM Monday through Friday. Except as stated below, no construction is permitted on Saturdays or Sundays. Your attention is directed to restrictions in the section entitled "Maintaining Traffic," located elsewhere in these specifications.

10-1.08 DUST CONTROL: Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Special Provisions.

In lieu of the provisions of the second paragraph in Section 10-1.04, "Payment," no separate payment will be made to the Contractor when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic only. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved, and no additional compensation will be allowed.

10-1.09 CONSTRUCTION AREA SIGNS: Comply with Part III – Section 29 of the special provisions. Construction area signs shall be paid as part of the bid item for Traffic Control. No separate payment will be made therefore.

10-1.11 NOTICE TO AREA RESIDENTS: The Contractor shall provide notice to all residents and businesses affected by the construction relative to the Contractor's schedule of work including the traffic control provisions during construction. The Notice to Area Residents shall be a **door hanger type notice printed on heavy paper or cardboard**. The dates of work shall match the work schedule provided to and approved by the City.

If the Contractors schedule shall change to include dates of work beyond the dates indicated in the posted notices, the Contractor shall repost such notices at least 48 hours prior to commencing work on the changed schedule work.

SECTION 10-2 TECHNICAL SPECIFICATIONS

10-2.01 MOBILIZATION, BONDS & INSURANCE: Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in mobilization.

No additional compensation will be allowed for additional mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the plans or discovered during construction operations.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

Payment for "Mobilization, Bonds, & Insurance" will be made at the Contract Lump Sum price named in the Bid Schedule. Said price shall constitute full compensation for all such work. Payment for Mobilization will be made as follows:

70% of the bid item for Mobilization will be paid on the first progress payment.

100% of the bid item for Mobilization will be paid on the second progress payment, unless all the Mobilization items listed herein have not been completed, at which point payment will be withheld until all the items are completed.

10-2.02 PEDESTRIAN TRAFFIC CONTROL: The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CAMUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicate the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the California MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

10-2.02a. Payment: The cost of providing **Traffic Control** will be included in the contract **lump sum (LS)** price for Pedestrian Path. **Traffic Control** shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in traffic control including, project and construction signs, pedestrian traffic control, warning signs, reflective delineators, temporary asphalt paths, and no additional allowance will be made therefor.

APPENDIX B
FEDERAL WAGE RATES

General Decision Number: CA160009 10/07/2016 CA9

Superseded General Decision Number: CA20150009

State: California

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

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/29/2016
3	02/19/2016
4	02/26/2016
5	03/04/2016
6	07/08/2016
7	07/22/2016
8	07/29/2016
9	08/12/2016
10	08/26/2016
11	10/07/2016

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		

Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine,

truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

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

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

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

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

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

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

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

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

AREA DESCRIPTIONS:

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

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

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

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71

AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
 Area 1: Central part
 Area 2: Remainder

SONOMA COUNTY:
 Area 1: All but the Northwestern corner
 Area 2: Reaminder

TEHAMA COUNTY:
 Area 1: All but the Western border with mendocino & Trinity
 Counties
 Area 2: Remainder

TRINITY COUNTY:
 Area 1: East Central part and the Northeaster border with
 Shasta County
 Area 2: Remainder

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

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

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL
 DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,
 MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
 BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
 SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
 TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

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

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

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

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

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

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

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

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

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

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

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

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

 LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

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

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

 LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

TEAM0094-001 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.57	25.22
GROUP 2.....	\$ 28.87	25.22
GROUP 3.....	\$ 29.17	25.22
GROUP 4.....	\$ 29.52	25.22
GROUP 5.....	\$ 29.87	25.22

FOOTNOTES:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or

Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION