ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

May 26, 2026
General Session 6:00 p.m.

Notice of Teleconference Meeting Locations:
DoubleTree - 990 Hilton Heights Road
Charlottesville, VA 22901
AND
Marina Sol - 204 Paseo de Marina
Baja California Norte 23453

DAVID BASS, *Mayor*
BILL HALLDIN, *Vice Mayor*
KEN BROADWAY, *Council Member*
JILL GAYALDO, *Council Member*
GREG JANDA, *Council Member*

ALY ZIMMERMANN, *City Manager*
MATTHEW MCOMBER, *City Attorney*
DANIEL CHOE, *City Treasurer*
AVINTA SINGH, *City Clerk*

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing or documents related to an agenda item for this meeting provided to the City Council, Public Financing Authority or Successor Agency will be made available for public inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting or other services in conjunction with this meeting, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 at least 48 hours prior to the meeting or time when services are needed so that we may make every reasonable effort to accommodate you.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance. The City is not responsible for the compatibility or operation of non-city devices or the functionality of non-city presentations.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at https://www.rocklin.ca.us/agendas-minutes. For those that do not plan on attending in person but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

Zoom Participation Via Computer Or Smartphone

You can join the meeting from your computer using a web browser or the Zoom software. You can also join the meeting using the Zoom app on your Apple IOS or Android device. Click the link below to join the Zoom meeting:

Click here to join this meeting via Zoom
Meeting ID: 851 6290 5205
Meeting password: 996260

Zoom Participation By Telephone (Audio Only Option)

1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 851 6290 5205#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 996260#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to “Raise your hand”. The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

This is an opportunity for public comment on matters not listed on the agenda. Public comment on items listed on the agenda will be taken when the agenda item is called.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

C1. Minutes of the May 12, 2026, Regular Meeting of the City Council
Recommendation: Approve the Minutes of the May 12, 2026, Regular Meeting of the City Council.

C2. Kennel Ordinance Amendments / Zoning Ordinance Amendment ZOA2025-0002 (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels (Kennel Ordinance / ZOA2025-0002).

C3. Accounts Paid List - January to March 2026
Recommendation: Receive the Accounts Paid List for January 1, 2026 to March 31, 2026.

C4. Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

C5. Setting a Public Hearing on Delinquent Refuse Collection Charges
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

C6. Position Reclassification
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Deletion of One Administrative Technician Allocation from the Community Development Department, and the Addition of One Administrative Analyst Allocation to the Community Development Department.

C7. The Bluffs Subdivision Road Reconstruction Phase II Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision Road Reconstruction Phase II to All Phase Construction & Engineering, Inc., and Authorizing the City Manager to Execute an Agreement with All Phase Construction & Engineering, Inc.

C8. Park Drive Dig Outs Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Park Drive Dig Outs Project to JB Bostick Company and Authorizing the City Manager to Execute an Agreement with JB Bostick Company.

C9. Citywide Facilities Condition Assessment Project
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Kitchell/CEM, Inc. for a Facilities Condition Assessment.

C10. Johnson-Springview and Twin Oaks ADA Counter Replacement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with PBM Construction, Inc. for the Johnson-Springview and Twin Oaks ADA Counter Replacement.

PRESENTATIONS

P1. Recognition of Granite Oaks Middle School Girls Flag Football Team for Two Undefeated Seasons

DISCUSSION ITEMS

Discussion Items include oral presentations including those recommending "receive and file".

D1. Placement of a General Transactions and Use Tax Measure on the November 3, 2026 General Election Ballot
Recommendation: Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 “2026 Transactions and Use Tax” By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval.

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the May 12, 2026, Regular Meeting of the City Council

Date: May 26, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the May 12, 2026, Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of May 12, 2026

ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall – Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

May 12, 2026
Closed Session 5:30 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Bass called the meeting to order at 5:32 p.m.

ROLL CALL

Present: Councilmembers Ken Broadway, Jill Gayaldo, Bill Halldin
Mayor David Bass
Absent: Council Member Greg Janda

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:33 p.m.

CLOSED SESSION

Members of the City Council returned to the Council Chambers at 6:00 p.m.

CS1. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Bass, Unrepresented Employee: City Manager

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Bass, Unrepresented Employee: City Attorney

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Bass called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Bass led the pledge of allegiance.

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Ariya Prakash invited the City Council to the Hindu Education Foundation's Teacher Appreciation event being held at Ruhkala Elementary School on May 17, 2026.

Placer County Supervisor Anthony DeMattei presented members of the City Council with commemorative challenge coins honoring Placer County's 175th anniversary.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Broadway reported attendance at the Rocklin Police Department's annual Honors and Awards Ceremony; shared his participation in the Joint City Council and Planning Commission Workshop held on May 5, 2026; attended a South Placer Municipal Utility District Board meeting; and participated in the 9th annual Rocklin Police and Fire Golf Tournament organized by the Rocklin Public Safety Foundation.

Council Member Gayaldo reported attendance in the California Passenger Rail Summit event; shared that the Rocklin Civic Celebration celebrating the City's 133rd anniversary and America's 250th birthday was a successful event featuring a fireworks and drone show; participated in the Joint City Council and Planning Commission Workshop held on May 5, 2026; attended the Rocklin Chamber of Commerce's monthly Government Relations Committee Meeting; attended a media training held by the Sacramento Area Council of Governments (SACOG); participated in SACOG's Policy and Innovation Committee meeting, followed by the Strategic Planning Committee meeting, sharing that the California Department of Housing and Community Development will provide SACOG with its regional housing determination no later than September 15, 2026.

Vice Mayor Halldin reported attendance at the Rocklin Police Department's annual Honors and Awards Ceremony; attended the Rocklin Heritage Street Faire on Front Street organized by the Rocklin Historical Society; attended the Rocklin Civic Celebration; and attended Placer County's annual State of the County event which included a presentation by County Board of Supervisor's Shanti Landon.

Mayor Bass thanked City staff for hosting a successful Red, White and Blue Grass Civic Celebration event.

City Manager Zimmermann reported that the City would be reimbursed from the County for the Placer Parkway Project improvements, including the widening of the Whitney Ranch Parkway intersection and for the installation of the traffic signal; expressed her appreciation to the City Council and City staff including the Parks and Recreation, Police, Fire, Public Works and all internal departments for their efforts in organizing the Rocklin Civic Celebration and honoring the nation's 250th birthday, which included a parade held between the Heritage Street Faire and Civic Celebration; shared that the City was receiving applications for scheduled vacancies on its Board/Commissions/Committee with the deadline being May 22, 2026; noted that splash pads at City parks would open on May 15, 2026; shared that City facilities will be closed on Monday, May 25, 2026, in observance of Memorial Day, adding that Memorial Day services will be held on this day at 11 a.m. at the Rocklin Cemetery; invited the public to attend the 3rd annual Meet the Machines to be held at the Corp Yard; and shared upcoming Concerts at Quarry Park on May 21 and May 23, 2026.

CONSENT CALENDAR

C1. Minutes of the April 28, 2026, Regular Meeting of the City Council
Action: Approved the Minutes of the April 28, 2026, Regular Meeting of the City Council.

C2. Proclamation Declaring the Month of May 2026 as Lyme Disease Awareness Month
Action: Approved a Proclamation Declaring the Month of May 2026 as Lyme Disease Awareness Month, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Proclamation Declaring May 10-16, 2026 as National Police Week and May 15 as Peace Officers Memorial Day
Action: Approved a Proclamation Declaring May 10-16, 2026 as National Police Week and May 15 as Peace Officers Memorial Day, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Proclamation Declaring May 17-23, 2026, as National Public Works Week
Action: Approved a Proclamation Declaring May 17-23, 2026, as National Public Works Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C5. Accessory Dwelling Unit and Junior Accessory Dwelling Unit Zoning Ordinance Amendments ZOA2026-0001 (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1206 of the City Council of the City of Rocklin Amending Rocklin Municipal Code - Title 17 (Zoning) Specific to Accessory Dwelling Units and Junior Accessory Dwelling Units.

C6. Agreement with Clifford Moss LLC for Continued Public Engagement and Communications Services - Amendment No.1
Action: Adopted Resolution No. 2026-052 of the City Council of the City of Rocklin Authorizing Amendment No. 1 to the Professional Services Agreement with Clifford Moss LLC for Continued Public Engagement and Communication Services.

C7. Public Multi-Purpose Pedestrian and Bicycle Trail Easement and Emergency and Maintenance Vehicle Access Easement - University Avenue Apartments (The Francis)
Action: Adopted Resolution No. 2026-053 Approving and Accepting a Grant of Public Multi-Purpose Pedestrian and Bicycle Trail Easement and Emergency and Maintenance Vehicle Access Easement Agreement Associated with The Francis Project.

C8. Affordable Housing Agreement for The Steven
Action: Adopted Resolution No. 2026-054 of the City Council of the City of Rocklin Approving an Affordable Housing Agreement by and between the City and Rocklin Sierra 703 L.P. Making a Loan in the Amount of $2,230,000 for The Steven Senior Affordable Housing Development and Authorize the City Manager to Execute the Necessary Documents.

C9. Quarterly Treasurer's Report
Action: Received the Treasurer's Report for the Quarter Ending March 31, 2026.

C10. Approving the Fiscal Year 2026/27 Engineer's Reports
Action:

A. **Action:** Adopted Resolution No. 2026-055 of the City Council of the City of Rocklin Approving the Fiscal Year 2026/27 Engineer's Report for the Levy of the Annual Assessment for Lighting Maintenance District No. 1.

B. **Action:** Adopted Resolution No. 2026-056 of the City Council of the City of Rocklin Declaring Its Intention to Levy and Collect Annual Assessments for Lighting Maintenance District No. 1 and Setting a Time and Place for Public Hearing Thereon.

C. **Action:** Adopted Resolution No. 2026-057 of the City Council of the City of Rocklin Approving the Fiscal Year 2026/27 Engineer's Report for the Levy of the Annual Assessment for Landscape and Lighting Maintenance District No. 2.

D. **Action:** Adopted Resolution No. 2026-058 of the City Council of the City of Rocklin Declaring its Intention to Levy and Collect Annual Assessments for Landscape and Lighting Maintenance District No. 2 and Setting a Time and Place for Public Hearing Thereon.

C11. Enterprise Resource Agreement - Amendment No. 1
Action: Adopted Resolution No. 2026-059 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Amendment to the Enterprise Resource Planning Solution Maintenance Agreement with Tyler Technologies, Inc.

C12. Various Personnel Updates
Action:

A. **Action:** Adopted Resolution No. 2026-060 of the City Council of the City of Rocklin Approving the Deletion of the City Engineer/Deputy Director of Community Development Allocation, Addition of One City Engineer Allocation, Addition of One Deputy Director of Community Development Allocation, Deletion of the Planning Manager Allocation, and the Revised Management Salary Schedule.

B. **Action:** Adopted Resolution No. 2026-061 of the City Council of the City of Rocklin Approving the Deletion of Two Community Services Officer Allocations, the Addition of One Animal Control Officer Allocation, the Addition of One Senior Animal Control Officer Allocation and the Revised RPOA Salary Schedule and Y-Rated Salary Schedule.

C13. Whitney Ranch Parkway Widening Project Notice of Completion
Action: Adopted Resolution No. 2026-062 of the City Council of the City of Rocklin Accepting the Public Work Known as the Whitney Ranch Parkway Widening Project, Approving the Notice of Completion, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

C14. Homeland Security Grant Program-Urban Areas Security Initiative (UASI) - Grant Subaward
Action: Adopted Resolution No. 2026-063 of the City Council of the City of Rocklin Accepting the Grant Subaward from City of Sacramento for the Homeland Security Grant Program Urban Areas Security Initiative and Authorizing the City Manager to Execute the Subaward Agreement and Purchase Specialized Tools and Equipment.

Motion to approve Consent Calendar Item Nos. C1 through C14, by Council Member Broadway, seconded by Council Member Gayaldo. Passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin Mayor Bass
Noes:	None
Absent:	Council Member Janda
Abstain:	None

PRESENTATIONS

P1. Proclamation Declaring the Month of May 2026 as Lyme Disease Awareness Month

Council Member Broadway read the proclamation and presented it to Melisa Moya, founder and CEO of Lyme Fight Foundation.

Melisa Moya made remarks in support of Lyme Disease advocacy and awareness.

P2. Proclamation Declaring May 10-16, 2026 as National Police Week and May 15 as Peace Officers Memorial Day

Mayor Bass read the proclamation and presented it to Police Chief Rustin Banks.

Chief Banks thanked the City Council for their support and recognition.

P3. Proclamation Declaring the May 17-23, 2026 as National Public Works Week

Mayor Bass read the proclamation and presented it to Public Works Director Justin Nartker, who was joined by Department staff members Michael Broughan and Christian Catalan. Director Nartker shared that the upcoming Meet the Machines event was to be held on May 21, 2026 at the Corp Yard.

P4. Recognition of Past Presidents of the Rocklin Public Safety Foundation

The City Council recognized the following past presidents of the Rocklin Public Safety Foundation and presented them with certificates:

Ms. Rebecca Kanowsky (Years served: 2012 – 2014)
Mr. Rich Vallone (Years served: 2015-2018)
Mr. Stu Lehman (Years served: 2019-2021)
Mr. Scott Yuill (Year served: 2022)
Ms. Mariella Platner (Year served: 2023
Mr. Jeremy Cappalo (Year served: 2024

Mr. Braden Moulton (Year served: 2025)

P5. Rocklin Public Safety Foundation Presentation

Council Member Broadway presented the item to the City Council, indicating that it was an honor for him to serve as a Foundation Board Member. Councilmembers expressed their appreciation to the Foundation for its contributions to public safety benefitting the community.

The City Council recessed at 6:52 p.m. and reconvened at 7:01 p.m.

PUBLIC HEARINGS

PH1. Kennel Ordinance Amendments / Zoning Ordinance Amendment, ZOA2025-0002, and Environmental, ENV2026-0007

Action: Conducted a Public Hearing and Considered the Following Actions:

A. **Action:** Adopted Resolution No. 2026-064 of the City Council of the City of Rocklin Approving a Notice of Exemption (Kennel Ordinance Amendments / ENV2026-0007).

B. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels (Kennel Ordinance / ZOA2025-0002).

Mayor Bass opened the public hearing for item PH1.

Senior Planner Smithhart presented the item to the City Council.

Members of the City Council asked questions, which were responded to by City Manager Zimmermann.

PUBLIC COMMENT

There were none.

Motion to approve Public Hearing Item No. PH1.A by Council Member Broadway, seconded by Vice Mayor Halldin. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin Mayor Bass
Noes:	None
Absent:	Council Member Janda
Abstain:	None

Motion to approve Public Hearing Item No. PH1.B by Council Member Broadway, seconded by Vice Mayor Halldin. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin Mayor Bass
Noes:	None
Absent:	Council Member Janda
Abstain:	None

Mayor Bass stated that in accordance with the Audio/ Visual Presentation rules listed on the meeting agenda, audiovisual materials must be submitted to City staff 72 hours in advance to be displayed at a City Council meeting. Since the presentation submitted for the public hearing was received at 1:00 p.m. on the day of the meeting, it could not be displayed.

PH2. Sierra Wilds Apartments / Design Review, DR2025-0005, and Environmental, ENV2025-0008

Action: Conducted a Public Hearing and Considered the Following Actions:

A. Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Sierra Wilds Apartments / ENV2025-0008).

B. Resolution No. 2026-066 of the City Council of the City of Rocklin Approving a Design Review (Sierra Wilds Apartments / DR2025-0005).

Mayor Bass opened the public hearing for item PH2.

Principal Planner Nathan Anderson presented the item to the City Council.

Members of the City Council asked questions, which were responded to by Senior Planner Anderson, City Manager Zimmermann, City Attorney Matthew McOmber and Community Development Director David Mohlenbrok.

The City Council recessed at 8:43 p.m. and the public hearing reconvened at 8:51 p.m.

On behalf of the project applicant Pacific West Communities, Inc., the following individuals addressed City Council questions:

Lauren Alexander, Project Manager
Sam Bacal-Graves, Attorney with Stoel Rives
Jackie Winkel, Senior Air Quality Scientist with First Carbon Solutions
Mary Bean, with First Carbon Solutions

Mayor Bass requested a brief regulatory recess to confer with the City Manager and City Attorney regarding how to proceed with the public hearing, as there were still questions remaining for the project applicant as well as the public comment period.

The City Council recessed at 9:52 p.m. and the public hearing reconvened at 10:05 p.m.

Mayor Bass indicated that the City Council had additional questions pending for the applicant, which would likely require a continuation of the public hearing to a future meeting date.

Reverend Anny Gelato, and Director of St. Augustine Episcopal Church, addressed the City Council in support of the project, noting the church had financial obligations requiring the sale of the land.

City Clerk Avinta Singh noted there were 45 public comment cards submitted for the public hearing.

Mayor Bass requested a motion from the City Council to continue the public hearing to the August 11, 2026 City Council meeting.

City Manager Zimmermann indicated that per the City Council Procedural Rules, the time of adjournment for City Council meetings was 11:00 p.m., a motion would be required to waive the normal time of adjournment. She added that if any members of the public who offer public comments at the present meeting would not be able to offer additional public comments if the public hearing is continued to a future date certain.

The City council requested further information on the following topics of concern as related to the proposed project: air quality, noise, traffic circulation, and student safety.

Motion to continue Public Hearing Item No. PH2 to the August 11, 2026 City Council Meeting to be held in the Rocklin City Council Chambers at 6:00 p.m. by Council Member Broadway, seconded by Council Member Gayaldo. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin Mayor Bass
Noes:	None
Absent:	Council Member Janda
Abstain:	None

FUTURE AGENDA ITEMS

Mayor Bass requested a future agenda item on what other Council of Governments are doing to address upcoming changes to RHNA numbers.

ADJOURNMENT

Mayor Bass adjourned the meeting at 10:29 p.m.

_____
David Bass, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of May 12, 2026 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Kennel Ordinance Amendments / Zoning Ordinance Amendment ZOA2025-0002 (Second Reading of Ordinance)

Date: May 26, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels (Kennel Ordinance / ZOA2025-0002).

Background:
On May 12, 2026, the City Council introduced, waived the full reading, and read by title only the following: An Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels (Kennel Ordinance / ZOA2025-0002).

The background materials for this item are contained in the May 12, 2026 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance
2. Rocklin Municipal Code Section 17.64.070 redlined

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING ROCKLIN MUNICIPAL CODE SECTION 17.64.070 – KENNELS (Kennel Ordinance / ZOA2025-0002)

The City Council of the City of Rocklin finds as follows:

A. Purpose. The purpose of this Ordinance is to amend Section 17.64.070 of Title 17 of the Rocklin Municipal Code (RMC) to clarify regulations governing the operation of kennels within the City of Rocklin. This Ordinance is intended to further assist in protecting public health, safety, and welfare, promote responsible kennel management, and ensure appropriate conditions for the animals housed within these facilities. These kennel regulation amendments have been further designed to ensure compatibility with surrounding development and adjacent tenants. Staff has received concerns regarding the placement of kennel operations, particularly near office-type uses, as dog vocalizations, while not exceeding applicable noise standards, may still be audible and impact neighboring tenants. Rocklin's zoning code currently lacks a mechanism to regulate the compatibility of kennels with various individual business operations, such as offices, that may be quieter than other tenants within the land use zone district. To address this, the ordinance amendment requires applicants to submit adjacent tenant floor plans and business descriptions for review as part of the Conditional Use Permit review process, allowing for case-by-case evaluation.

B. The proposed amendments to the RMC are consistent with and implement the policies of the City of Rocklin's General Plan.

C. The proposed amendments to the RMC are not likely to create serious health problems or create nuisances on or near affected properties.

D. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Amendment to Code. The Rocklin Municipal Code Section 17.64.070 "Kennels" is hereby amended to read as follows:

Chapter 17.64 - SPECIAL AND PROHIBITED USES

17.64.070 – Kennels

A. Kennels, for boarding of animals for commercial or noncommercial purposes, except those prohibited by Section 17.64.030.A, are permitted in the following zone districts subject to issuance of a conditional use permit and compliance with the criteria set forth in Sections 17.64.070.B and C below:

1. C-2: retail business zone;

2. C-3: general and service commercial zone;

3. C-4: limited general retail and service commercial zone;

4. C-H: highway commercial zone;

5. M-1: manufacturing zone;

6. M-2: heavy industrial zone;

7. Planned development zone districts equivalent to the above.

B. Application Submittal. Applications for a Conditional Use Permit for a Kennel shall include the items specified in Section 17.70.030 – Application, and shall also include, but not be limited to the following:

1. Design plans for any exterior modifications related to the outdoor dog enclosure, such as walls, fencing, lighting, hardscape, and plantings;

2. A written statement of compatibility, including all relevant details of the proposed use, such as abutting business operations (if located in a multi-tenant building or adjacent to other surrounding uses), type of use, operating hours, number of employees, parking, traffic impacts, and other pertinent information; and

3. When proposed within an existing multi-tenant building, the applicant shall provide a floor plan of their entire tenant space, as well as all adjacent tenant space; and

4. If any component of the kennel is proposed to be outdoors, a noise study (prepared by a qualified noise professional) is required to demonstrate compliance with the noise standards of the General Plan Noise Element and Noise Standards Ordinance.

5. In addition to the standard noticing requirements, any kennel application that includes an outdoor enclosure shall require an early notice to be mailed to surrounding properties. The early notice constitutes the final administrative action prior to the City’s determination that an application submittal is complete. The notice shall be provided to all property owners

of record and to mailing addresses within 300 feet of the subject property, advising that an application has been received, providing a summary of the application, and the location where project documents can be reviewed. This notice shall be mailed no fewer than thirty (30) days prior to the date of the Planning Commission hearing.

C. All kennels shall comply with the following criteria:

1. The kennel use facility, premises, and surrounding area shall be regularly cleaned and maintenance shall be conducted in accordance with applicable health and sanitation standards.

2. All animals housed in the facility shall be cared for in accordance with Chapter 11 (Pet Boarding Facilities) of the California Health and Safety Code (Sections 122380-122388).

3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed there do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc. A medical-grade filtration system shall be installed to prevent the spread of noxious odors.

4. The kennel use shall be conducted entirely within a building with no outside activities or storage, except:

   (a) When a noise study is submitted and approved with the project application demonstrating compliance with applicable noise regulations;

   (b) When the hours for any outdoor kennel operations are restricted to between the hours of 8:00 AM to 8:00 PM;

   (c) When located more than 200 feet from the boundary of any residentially zoned parcel;

   (d) When located on parcels that directly abut a State Highway, Interstate Highway, or Arterial Road, as designated in the General Plan Circulation Element, and the noise from the roadway facilities is the predominant noise source at the kennel location; and

   (e) When a sign is installed and maintained at the edge of the public right-of-way that clearly displays the name and telephone number of a designated business representative responsible for addressing noise or odor complaints.

5. The operations of the kennel shall comply with all applicable regulations and requirements of county and state agencies. All health and safety permits shall be posted in a public location

Section 3. Environmental. The proposed amendments to the Rocklin Municipal Code will not result in a direct or reasonably foreseeable indirect physical change to the environment under CEQA, and are therefore exempt under sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines.

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 6. Publication. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 12, 2026, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Halldin
NOES:	None
ABSENT:	Councilmember Janda
ABSTAIN:	None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on May 26, 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:	05.12.2026
Second Reading:	05.26.2026
Effective Date:	06.25.2026

ATTACHMENT 1

Proposed revisions to Rocklin Municipal Code (RMC) Section 17.64.070. Deletions to this section appear in ~~red strike through~~ and additions to this section are in blue underline.

Chapter 17.64 - SPECIAL AND PROHIBITED USES

17.64.070 – Kennels

A. Kennels, for boarding of animals for commercial or noncommercial purposes, except as specified in Section 17.64.030.A, are permitted in the following zone districts subject to issuance of a~~n administrative permit~~ conditional use permit ~~by the economic and community development director~~ and compliance with the criteria set forth in Section~~s~~ 17.64.070.B and C below:

~~1. C-1: neighborhood commercial zone;~~

~~2.~~1. C-2: retail business zone;

~~3.~~2. C-3: general and service commercial zone;

~~4.~~3. C-4: limited general retail and service commercial zone;

~~5.~~4. C-H: highway commercial zone;

~~6.~~5. M-1: manufacturing zone;

~~7.~~6. M-2: heavy industrial zone;

~~8.~~7. Planned development zone districts equivalent to the above.

~~B. Permit Approval/Modification/Revocation.~~

~~1. Consistent with the provisions of this chapter, the economic and community development director shall issue an administrative permit to operate a kennel if, in the opinion of the economic and community development director, the premises on which the kennel will be located has been improved and is of sufficient size to accommodate the number of animals which the owner of such kennel anticipates will be on the premises, without causing any disturbance or annoyance to persons in the surrounding area subject to ongoing compliance with the criteria set forth in this chapter and any special conditions of approval deemed necessary by the economic and community development director.~~

~~2. A permit to operate a kennel may be modified or revoked by the economic and community development director when he/she determines any of the following:~~

~~(a) That the animals in the kennel are causing continual annoyance and disturbance to persons in the surrounding area;~~

~~(b) That the animals within the kennel are not being given proper care;~~

~~(c) That circumstances have changed since the issuance of the kennel license, and in view of such circumstances, the premises are no longer suitable for the operation of a kennel.~~

~~3. Any person whose license to operate a kennel is denied, modified or revoked by the economic and community development director may appeal such determination, in accordance with the procedures specified in Chapter 17.86 of this title.~~

~~C. All kennels shall comply with the following criteria:~~

~~1. The premises and surroundings are maintained in a clean and sanitary state;~~

~~2. All animals housed in the facility are kept in good health, well fed, watered, and receive adequate care and exercise;~~

~~3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed therein do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc.;~~

~~4. The use shall be conducted entirely within a building with no outside activities or storage;~~

~~5. The facility shall comply with all applicable regulations and requirements of county and state agencies;~~

~~6. The economic and community development director may place such conditions on the permit as may be necessary to protecting the public health, safety and welfare.~~

B. Application Submittal. Applications for a Conditional Use Permit for a Kennel shall include the items specified in Section 17.70.030 – Application, and shall also include, but not be limited to the following:

1. Design plans for any exterior modifications related to the outdoor dog enclosure, such as walls, fencing, lighting, hardscape, and plantings; and

2. A written statement of compatibility, including all relevant details of the proposed use, such as abutting business operations (if located in a multi-tenant building or adjacent to other surrounding uses), type of use, operating hours, number of employees, parking, traffic impacts, and other pertinent information; and

3. When proposed within an existing multi-tenant building, the applicant shall provide a floor plan of their entire tenant space, as well as all adjacent tenant space; and

4. If any component of the kennel is proposed to be outdoors, a noise study (prepared by a qualified noise professional) is required to demonstrate compliance with applicable noise standards (i.e., General Plan Noise Element and Noise Standards Ordinance).

5. In addition to the standard noticing requirements, any kennel application that includes an outdoor enclosure shall require an early notice to be mailed to surrounding properties. The early notice constitutes the final administrative action prior to the City's determination that an application submittal is complete. The notice shall be provided to all property owners of record and to mailing addresses within 300 feet of the subject property, advising that an application

has been received, providing a summary of the application, and the location where project documents can be reviewed. This notice shall be mailed no fewer than thirty (30) days prior to the date of the Planning Commission hearing.

C. All kennels shall comply with the following criteria:

1. The kennel use facility, premises, and surrounding area shall be regularly cleaned and maintenance shall be conducted in accordance with applicable health and sanitation standards;

2. All animals housed in the facility shall be cared for in accordance with Chapter 11 (Pet Boarding Facilities) of the California Health and Safety Code (Sections 122380-122388).

3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed there do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc. A medical-grade filtration system shall be installed to prevent the spread of noxious odors;

4. The kennel use shall be conducted entirely within a building with no outside activities or storage, except:

   (a) When a noise study is submitted and approved with the project application demonstrating compliance with applicable noise regulations; and

   (b) When the hours for any outdoor kennel operations are restricted to between the hours of 8:00 AM to 8:00 PM; and

   (c) When located more than 200 feet from the boundary of any residentially zoned parcel; and

   (d) When located on parcels that directly abut a State Highway, Interstate Highway, or Arterial Road, as designated in the General Plan Circulation Element and the noise from the roadway facilities is the predominant noise source at the kennel location; and

   (e) When a sign is installed and maintained at the edge of the public right-of-way that clearly displays the name and telephone number of a designated business representative responsible for addressing noise or odor complaints.

5. The operations of the kennel shall comply with all applicable regulations and requirements of county and state agencies. All health and safety permits shall be posted in a public location

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - January to March 2026

Date: May 26, 2026

Submitted By: Diane Ahn, Accounting Officer
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for January 1, 2026 to March 31, 2026.

Background:
The Accounts Paid List (Attachment 1) details expenses by payee, expense type, and amount paid for the period between January 1, 2026 to March 31, 2026.

Fiscal Impact:
This report will not have a direct fiscal impact. The items included are either within the current year budget or have been approved through budget amendments.

ATTACHMENTS:
1. Accounts Paid List January to March 2026

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

City of Rocklin

ACCOUNTS PAID LIST

for

January 01, 2026 through March 31, 2026

meeting of

May 26, 2026

Signed by:
Daniel Choe
31D843A77E39437...
Administrative Services Deputy Director

4/23/2026 | 9:28 AM PDT
DATE

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

City of Rocklin

Accounts Paid Summary

From: 1/1/26 To: 3/31/26

Vendor Name		Total Amount Paid
4LEAF, INC.	PROFESSIONAL SERVICES	1,477.50
AARDVARK	NON-CAP. EQUIPMENT	175.73
AARON DAVIS	TRAVEL/TRAINING/MEALS	46.00
ACORN ARBORICULTURAL SERVICE INC	PROFESSIONAL SERVICES	2,500.00
ADVANCED INTEGRATED PEST MANAGEMENT	IT SUBSCRIPTION & MAINTENANCE	5,895.00
ADVANTAGE GEAR, INC.	UNIFORMS	1,600.84
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	10,302.35
AIRDATA UAV, INC	IT SUBSCRIPTION & MAINTENANCE	720.00
ALEX CLAUDE	TRAVEL/TRAINING/MEALS	193.32
ALEX FLANDERS	TRAVEL/TRAINING/MEALS	115.00
ALL MY BEST INC.	UNIFORMS	755.80
AMERICAN 3B SCIENTIFIC, LP	NON-CAP. EQUIPMENT	12,692.40
AMERICAN SOCIETY OF COMPOSERS & AUTHORS	LICENSES/MEMBERSHIPS/SUBSCRIP	937.62
ANDRE BOOKER	TRAVEL/TRAINING/MEALS	318.00
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	2,145.00
ARC DOCUMENT SOLUTIONS, LLC	PROFESSIONAL SERVICES	5,025.68
ARKANCE USA LLC	IT SUBSCRIPTION & MAINTENANCE	13,490.00
ASHLEY TOPETE	PRPD EXPENSE	12,676.65
ASSET PANDA LLC	IT SUBSCRIPTION & MAINTENANCE	4,607.02
AT&T	COMMUNICATIONS	98,618.67
AT&T ENTERPRISES, LLC	IT SUBSCRIPTION & MAINTENANCE	62,238.95
AT&T MOBILITY	COMMUNICATIONS	25,994.52
AXON ENTERPRISE, INC.	IT SUBSCRIPTION & MAINTENANCE	136,913.47
AZCO SUPPLY INC.	PROPERTY DAMAGE EXPENDITURE	7,578.29
BARWE, INC	PROGRAM SUPPLIES/MATERIALS	176.18
BEAR ELECTRICAL SOLUTIONS, LLC	PROPERTY DAMAGE EXPENDITURE	26,037.00
BENNETT ENGINEERING SERVICES	INFRASTRUCTURE	19,171.16
BENNETT SMITHHART	TRAVEL/TRAINING/MEALS	597.68
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	511.36
BKF ENGINEERS	PARK IMPROVEMENTS	7,795.45
BOBCAT COMPANY	FLEET CAPITAL	71,122.54
BOSE, ASHLEY	TRAVEL/TRAINING/MEALS	1,051.34
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	29,505.07
BRIAN JOHNSTON	TRAVEL/TRAINING/MEALS	513.96
BROADWAY BABIES AND KIDS LLC	INSTRUCTIONAL SERVICES	245.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	175,957.05
C & C DESIGNS LTD	NON-CAP. EQUIPMENT	252.00
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	2,146.50

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
CALIFORNIA CLETS USERS GROUP	LICENSES/MEMBERSHIPS/SUBSCRIP	150.00
CALIFORNIA CRIMINAL JUSTICE WARRANT	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	PROGRAM SUPPLIES/MATERIALS	720.00
CALIFORNIA EMERGENCY SERVICES ASSOCIATION	TRAVEL/TRAINING/MEALS	649.00
CALIFORNIA RESERVE POLICE OFFICERS ASSOC.	RESERVE OFFICER EXPENSE	250.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	8,393.66
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	4,402.98
CALLYO 2009 CORP	IT SUBSCRIPTION & MAINTENANCE	3,743.00
CARONE AND COMPANY INC	INFRASTRUCTURE	654,057.35
CARPI & CLAY, INC	PROFESSIONAL SERVICES	16,000.00
CD & POWER	PROFESSIONAL SERVICES	7,087.43
CDW GOVERNMENT INC.	IT SUBSCRIPTION & MAINTENANCE	4,061.83
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE	9,419.00
CHAVAN & ASSOCIATES, LLP	PROFESSIONAL SERVICES	5,800.00
CHELSI DARLING	TRAVEL/TRAINING/MEALS	81.28
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	8,142.60
CINTAS FIRST AID & SAFETY	PROFESSIONAL SERVICES	302.94
CISCO SYSTEMS CAPITAL CORP	IT SUBSCRIPTION & MAINTENANCE	13,149.20
CITY OF ROCKLIN - PETTY CASH	MISCELLANEOUS EXPENSES	160.95
CITY OF ROSEVILLE	HWY 65 PAYABLE	57,554.84
CITY OF SACRAMENTO	TRAVEL/TRAINING/MEALS	6,300.00
CITYGATE ASSOCIATES, LLC	PROFESSIONAL SERVICES	14,547.11
CIVICPLUS, LLC	PROFESSIONAL SERVICES	49,838.13
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	1,150.00
CLIFFORD MOSS LLC	PROFESSIONAL SERVICES	14,000.00
CLOUDBURST CONSULTING GROUP, INC	PROFESSIONAL SERVICES	2,805.00
CLUTCH	PROFESSIONAL SERVICES	2,444.00
COAR DESIGN GROUP	BUILDING	101,178.76
COLBY ABBOTT	PRPD EXPENSE	12,418.89
COMCATE INC.	IT SUBSCRIPTION & MAINTENANCE	46,695.60
COMMERCIAL SPEEDOMETER SERVICE INC	PROFESSIONAL SERVICES	2,368.00
CONCORD POLICE K9 ASSOCIATION	TRAVEL/TRAINING/MEALS	800.00
CONNIE WATSON DBA AUBURN TROPHIES ETC	PROGRAM SUPPLIES/MATERIALS	48.26
CONSOR ENGINEERS	PROFESSIONAL SERVICES	9,717.90
COPWARE INC.	IT SUBSCRIPTION & MAINTENANCE	965.00
CORE PSYCHOLOGICAL CORPORATION	RECRUITMENT EXPENSES	6,500.00
COST RECOVERY SYSTEMS INC.	PROFESSIONAL SERVICES	8,000.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	16,763.19
CPS HR CONSULTING	PROFESSIONAL SERVICES	18,622.00
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS	11,002.82
CRISTANDO HOUSE, INC.	TRAVEL/TRAINING/MEALS	240.00
CRITICAL REACH	IT SUBSCRIPTION & MAINTENANCE	710.00
CURTIS BLUE LINE	UNIFORMS	5,817.81

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
CWKK CORP	IT SUBSCRIPTION & MAINTENANCE	474.00
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	467.35
DANIEL CHOE	TRAVEL/TRAINING/MEALS	137.45
DANIEL NELSON	TRAVEL/TRAINING/MEALS	870.65
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	46.00
DATCO SERVICES CORPORATION	PROFESSIONAL SERVICES	1,541.75
DAVID DOWNING (USA FENCE COMPANY)	REPAIR & MAINTENANCE	1,602.77
DELL	NON-CAP. EQUIPMENT	1,697.98
DFM ASSOCIATES	ELECTIONS	75.08
DILLON DUGGER	TRAVEL/TRAINING/MEALS	115.00
DOKKEN ENGINEERING	INFRASTRUCTURE	175,042.55
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	361,540.41
DONNOE & ASSOCIATES. INC.	RECRUITMENT EXPENSES	352.00
DRAGONEYE TECHNOLOGY, LLC	REPAIR & MAINTENANCE	420.00
DUSTIN OGDEN	TRAVEL/TRAINING/MEALS	6,399.39
DYLAN WESTFALL	TRAVEL/TRAINING/MEALS	23.00
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES	751.25
ENTENMANN-ROVIN COMPANY	UNIFORMS	422.77
ESRI INC.	IT SUBSCRIPTION & MAINTENANCE	60,300.00
EUNA SOLUTIONS, INC	IT SUBSCRIPTION & MAINTENANCE	19,950.00
EWING IRRIGATION PRODUCTS INC.	PROGRAM SUPPLIES/MATERIALS	1,692.26
FEDEX	POSTAGE	118.86
FEHR & PEERS	PROFESSIONAL SERVICES	25,966.60
FERGUSON US HOLDINGS, INC	PROGRAM SUPPLIES/MATERIALS	381.54
FERRO AUTOMOTIVE GROUP INC	FLEET CAPITAL	71,142.56
FFP FUND VIII CEI PARTNERSHIP, LLC	UTILITIES	20,082.54
FIREFIGHTERS BURN INSTITUTE	LICENSES/MEMBERSHIPS/SUBSCRIP	250.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	3,627.99
FIRST VANGUARD RENTALS & SALES, INC.	PROGRAM SUPPLIES/MATERIALS	1,147.50
FLEX TECHNOLOGY GROUP LLC	PROGRAM SUPPLIES/MATERIALS	6,744.74
FLEXGROUND LLC	PARK REPAIR & MAINT NON-CAP EX	16,297.48
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	378.22
FRONTLINE METAL, LLC	ADVERTISING/PROMOTIONAL	273.49
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	8,853.58
FUTURE FORD LINCOLN	PROFESSIONAL SERVICES	8,584.22
GARRITT H. WALSH (SELECT ELECTRIC)	PROFESSIONAL SERVICES	7,084.00
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	15,008.15
GOLD COUNTRY MEDIA	ADVERTISING/PROMOTIONAL	2,234.89
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	VEHICLE & EQUIPMENT PARTS	3,745.60
GOVERNMENT CONSULTING PARTNERS, INC	PROFESSIONAL SERVICES	12,285.00
GRAINGER	PROGRAM SUPPLIES/MATERIALS	574.01
GRANICUS INC	IT SUBSCRIPTION & MAINTENANCE	24,100.96
GREEN PRO SOLUTIONS	PROGRAM SUPPLIES/MATERIALS	737.15

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
GREG JENSEN	TRAVEL/TRAINING/MEALS	125.75
GREG M. STENSLER	TRAVEL/TRAINING/MEALS	470.00
GREGORY TAWNEY (D-TAC K9 LLC)	PROFESSIONAL SERVICES	9,300.00
GROWTH FACTORY	PROFESSIONAL SERVICES	37,222.50
GYMDOC, INC.	REPAIR & MAINTENANCE	345.00
HDL COREN & CONE	PROFESSIONAL SERVICES	7,499.29
HEATH TAYLOR	TRAVEL/TRAINING/MEALS	750.00
HEN NOZZLES INC	NON-CAP. EQUIPMENT	2,413.12
HERC EXCHANGE LLC	RENTAL/LEASE	8,128.51
HERITAGE LANDSCAPE SUPPLY GROUP	PARK REPAIR & MAINT NON-CAP EX	26,566.12
HI-TECH EMERGENCY VEHICLE SERVICE	VEHICLE & EQUIPMENT PARTS	2,528.48
HOMELESS RESOURCE COUNCIL OF THE SIERRAS	IT SUBSCRIPTION & MAINTENANCE	950.00
HOMEWOOD BUILDING SUPPLY, LLC	PROGRAM SUPPLIES/MATERIALS	219.04
HONEYWELL INTERNATIONAL INC	REPAIR & MAINTENANCE	47,735.28
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	2,100.17
HUNT & SONS INC.	FUEL/OIL	84,864.46
ICF CONSULTING GROUP, INC.	PROFESSIONAL SERVICES	60,000.00
IMAGETREND, INC	IT SUBSCRIPTION & MAINTENANCE	19,862.46
INSOMNIAC PRODUCTIONS	PROGRAM SUPPLIES/MATERIALS	4,125.92
INTERNATIONAL MAILING EQUIPMENT INC.	IT SUBSCRIPTION & MAINTENANCE	2,024.00
IRON MOUNTAIN INCORPORATED	MISCELLANEOUS EXP.	1,494.28
IVAN RODRIGUEZ	TRAVEL/TRAINING/MEALS	46.00
J & A STEAM, LLC	PROFESSIONAL SERVICES	2,900.00
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	115,552.36
JAM SERVICES, INC	REPAIR & MAINTENANCE	8,348.65
JAMES DAY CONSTRUCTION, INC	MACHINERY & EQUIPMENT	40,862.35
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JB BOSTICK CO.	PARK REPAIR & MAINT NON-CAP EX	33,219.00
JEFFREY BODWAY (RESCUE TOW & RECOVERY)	NON-CAP. EQUIPMENT	6,121.20
JEFFREY DAIGLE	TRAVEL/TRAINING/MEALS	46.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00
JETMULCH, INC	PROFESSIONAL SERVICES	3,091.50
JL GROUP LLC	PROFESSIONAL SERVICES	12,505.81
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES	480.00
JOHN G ROBY (SIRCHIE ACQUISITION CO LLC)	PROGRAM SUPPLIES/MATERIALS	129.71
JOHNSON & SAMPSON CONSTRUCTION, INC.	PARK REPAIR & MAINT NON-CAP EX	24,990.00
JON HARTMAN	INSTRUCTIONAL SERVICES	5,260.12
JORDAN S CASARELLA (FIRELINE SHIELDS LLC)	UNIFORMS	380.00
JORDAN VELASCO	TRAVEL/TRAINING/MEALS	46.00
JORGE HERNANDEZ	TRAVEL/TRAINING/MEALS	95.00
JULIE ERVIN	TRAVEL/TRAINING/MEALS	27.99
KALMIKOV ENTERPRISES, INC	PROFESSIONAL SERVICES	5,754.37
KATHY THAO	RECRUITMENT EXPENSES	23.00

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
KESTER CONSULTING CORPORATION	PROFESSIONAL SERVICES	700.00
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES	37,075.00
KIMLEY-HORN AND ASSOCIATES INC.	INFRASTRUCTURE	41,518.54
KNOX COMPANY	NON-CAP. EQUIPMENT	2,543.97
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES	250.00
KOYE MCGUIRE (MCGUIRE LOWBED SERVICE)	RENTAL/LEASE	380.00
KRONOS INCORPORATED	IT SUBSCRIPTION & MAINTENANCE	4,999.93
KURTIS MILGROM	TRAVEL/TRAINING/MEALS	46.00
KYLE FROGGATT	TRAVEL/TRAINING/MEALS	207.00
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	32,676.66
LANCE SOARES INC	PROFESSIONAL SERVICES	60.00
LANDON RITCHEY	TRAVEL/TRAINING/MEALS	193.08
LAURA MILLER DESIGN INC	PROFESSIONAL SERVICES	11,730.00
LC ACTION POLICE SUPPLY	NON-CAP. EQUIPMENT	619.37
LEAGUE OF CALIFORNIA CITIES	LICENSES/MEMBERSHIPS/SUBSCRIP	24,662.00
LEGAL DEFENSE FUND OF THE PEACE OFFICERS RESEARCH	RESERVE OFFICER EXPENSE	48.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	1,008.35
LEGAL UPDATES, LLC	LICENSES/MEMBERSHIPS/SUBSCRIP	2,376.00
LEHR UPFITTERS OPCO, LLC	FLEET CAPITAL	271,301.94
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	3,371.95
LEXIPOL, LLC	IT SUBSCRIPTION & MAINTENANCE	7,961.25
LEXISNEXIS	LICENSES/MEMBERSHIPS/SUBSCRIP	778.00
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	10,502.84
LIONAKIS	BUILDING	3,250.00
LSA ASSOCIATES, INC.	PARK IMPROVEMENTS	49,359.50
LUMOS & ASSOCIATES, INC.	INFRASTRUCTURE	30,182.55
MAGELLAN HEALTHCARE, INC	PROFESSIONAL SERVICES	2,948.40
MALLORY SAFETY AND SUPPLY LLC	NON-CAP. EQUIPMENT	1,691.10
MARK FLATLEY	TRAVEL/TRAINING/MEALS	46.00
MARK THOMAS & COMPANY, INC.	INFRASTRUCTURE	2,799.50
MED I ACQUISITION INC	REPAIR & MAINTENANCE	3,972.85
MEGAN BRESSEM	TRAVEL/TRAINING/MEALS	139.00
MELTON DESIGN GROUP. INC.	PROFESSIONAL SERVICES	63,698.30
MIKE DAVIS (FOUR STAR BUILDING MAINTENANCE)	PROFESSIONAL SERVICES	23,996.69
MILLER PLANNING ASSOCIATES	PROFESSIONAL SERVICES	32,128.50
MIRACLE PLAYSYSTEMS, INC.	PROGRAM SUPPLIES/MATERIALS	635.41
MIWALL CORPORATION	PROGRAM SUPPLIES/MATERIALS	28,094.14
MOBILE-MED WORK HEALTH SOLUTIONS, INC	PROFESSIONAL SERVICES	1,640.00
MOTOROLA SOLUTIONS, INC.	NON-CAP. EQUIPMENT	92,432.87
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	14,213.00
NAME BADGES LLC	PROGRAM SUPPLIES/MATERIALS	63.54
NEIGHBORLY PEST MANAGEMENT	REPAIR & MAINTENANCE	15,146.50
NEIL COSTA	TRAVEL/TRAINING/MEALS	301.00

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES	29,700.00
NETWRIX CORPORATION	IT SUBSCRIPTION & MAINTENANCE	4,439.58
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS	104.01
NICHOLAS VERBER	TRAVEL/TRAINING/MEALS	573.00
NICHOLS CONSULTING ENGINEERS, CHTD	PROFESSIONAL SERVICES	26,099.37
NORDIC ENTERPRISES INC	TRAVEL/TRAINING/MEALS	1,250.00
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS	621,037.00
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	43,906.61
OCCU-MED, LTD.	RECRUITMENT EXPENSES	12,414.42
ONE TIME PAY	REFUND PAYABLE	63,205.90
PACIFIC GAS & ELECTRIC CO.	UTILITIES	460,050.92
PACIFIC PRINT RESOURCES	MISCELLANEOUS EXP.	13,845.65
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS	7,909.88
PARCEL QUEST	IT SUBSCRIPTION & MAINTENANCE	23,100.00
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS	1,217.32
PBM CONSTRUCTION, INC.	INFRASTRUCTURE	116,330.00
PEACE OFFICERS RESEARCH ASSOCIATION OF CA	RESERVE OFFICER EXPENSE	24.00
PEDIATRIC EMERGENCY STANDARDS, INC	TRAVEL/TRAINING/MEALS	45.00
PETDATA	PROFESSIONAL SERVICES	2,064.40
PINNACLE TACTICAL SOLUTIONS,LLC	TRAVEL/TRAINING/MEALS	800.00
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	140,550.98
PLACER COUNTY CLERK-RECORDER	PROGRAM SUPPLIES/MATERIALS	66.25
PLACER COUNTY DISTRICT ATTORNEY	PROFESSIONAL SERVICES	1,600.00
PLACER COUNTY ENVIRONMENTAL HEALTH	IT SUBSCRIPTION & MAINTENANCE	2,184.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	LICENSES/MEMBERSHIPS/SUBSCRIP	117,953.54
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	43,424.94
PLACER COUNTY LAW ENFORCEMENT CHAPLAINCY	PROFESSIONAL SERVICES	6,000.00
PLACER COUNTY WATER AGENCY	UTILITIES	159,080.81
PLACER LAW ENFORCEMENT AGENCY	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
PLACER MOSQUITO AND VECTOR CONTROL DISTRICT	PROFESSIONAL SERVICES	630.31
POLITICAL DATA INTELLIGENCE, LLC	PROFESSIONAL SERVICES	606.91
PRIDE INDUSTRIES ONE INC.	REPAIR & MAINTENANCE	297,565.96
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	6,613.75
PROFORCE LAW ENFORCEMENT	PROGRAM SUPPLIES/MATERIALS	2,394.36
R.E.Y. ENGINEERS, INC	REPAIR & MAINTENANCE	29,944.67
R3 CONSULTING GROUP INC	PROFESSIONAL SERVICES	3,323.50
RACHEL AUSTIN	TRAVEL/TRAINING/MEALS	229.55
RANEY PLANNING & MANAGEMENT, INC.	BUILDING	13,010.32
RICHARD GOLD	TRAVEL/TRAINING/MEALS	138.00
RICHARD M. WINTERS DBA TIER-1 CONCEPTS	TRAVEL/TRAINING/MEALS	600.00
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS	647.42
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES	32,598.50
ROBERT GROB	TRAVEL/TRAINING/MEALS	236.44

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
ROBOTHINK	INSTRUCTIONAL SERVICES	1,072.50
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	32,356.31
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES	117.89
RON TURLEY ASSOCIATES	IT SUBSCRIPTION & MAINTENANCE	3,850.08
ROSALINA SANGCO	RECRUITMENT EXPENSES	69.00
ROSS RECREATION EQUIPMENT CO, INC.	PROGRAM SUPPLIES/MATERIALS	5,166.75
RSC ENGINEERING, INC.	PARK IMPROVEMENTS	38,061.40
RUSTIN BANKS	TRAVEL/TRAINING/MEALS	319.70
RYAN BRAYTON	TRAVEL/TRAINING/MEALS	136.25
SACRAMENTO AREA FIRE FIGHTERS LOCAL 522	PAYROLL DEDUCTS PAYABLE	20,796.31
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	504.00
SAFETY-KLEEN SYSTEMS, INC.	IT SUBSCRIPTION & MAINTENANCE	1,062.86
SARAH WALTON	TRAVEL/TRAINING/MEALS	292.70
SAUREN CONSTRUCTION INC	PROJECT RETENTION	10,598.69
SEAN FINDERS	TRAVEL/TRAINING/MEALS	750.00
SECURITY & ASSET MANAGEMENT, LP	IT SUBSCRIPTION & MAINTENANCE	5,726.11
SENIORS FIRST, INC.	PROFESSIONAL SERVICES	4,434.88
SENTINEL FIRE EQUIPMENT	REPAIR & MAINTENANCE	223.26
SHATTER TACTICAL LLC	NON-CAP. EQUIPMENT	960.00
SHI INTERNATIONAL CORP.	IT SUBSCRIPTION & MAINTENANCE	7,244.87
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES	20,964.32
SIERRA COLLEGE	TRAVEL/TRAINING/MEALS	542.00
SIERRA PACIFIC TURF SUPPLY INC.	PROGRAM SUPPLIES/MATERIALS	3,003.00
SIERRA SAFETY	PROGRAM SUPPLIES/MATERIALS	1,421.06
SMITHWAY ROCKLIN LLC	RENTAL/LEASE	5,281.32
SOUTH PLACER M.U.D.	UTILITIES	9,431.33
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	185,924.76
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	8,164.01
STACIE FORD (BORN TO DANCE)	INSTRUCTIONAL SERVICES	546.00
STAND UP PLACER, INC	PROFESSIONAL SERVICES	3,285.49
STERICYCLE, INC	PROFESSIONAL SERVICES	1,099.77
STERLING WOLFE	TRAVEL/TRAINING/MEALS	318.00
SUBSENTIO, INC	PROFESSIONAL SERVICES	312.00
SUNBELT RENTALS INC.	RENTAL/LEASE	3,067.40
SUTTER BUTTES COMMUNICATIONS	PROFESSIONAL SERVICES	500.00
SUTTER BUTTES FIRE EXTINGUISHER	PROFESSIONAL SERVICES	2,632.13
SWARCO MCCAIN, INC	REPAIR & MAINTENANCE	44,440.11
SYMBOL ARTS	UNIFORMS	1,334.33
SYN-TECH SYSTEMS, INC	IT SUBSCRIPTION & MAINTENANCE	600.00
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	5,145.20
TAMEKA USHER	TRAVEL/TRAINING/MEALS	255.73
TARGET SOLUTIONS LEARNING LLC	IT SUBSCRIPTION & MAINTENANCE	7,003.34
TARYN PURPURA	TRAVEL/TRAINING/MEALS	622.81

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
TERRI RUGGERI	INSTRUCTIONAL SERVICES	3,263.00
TETRA TECH, INC.	PROFESSIONAL SERVICES	7,360.02
THE GOODYEAR TIRE & RUBBER COMPANY	VEHICLE & EQUIPMENT PARTS	7,685.72
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	1,600.00
THE NOLLER GROUP LLC	INSTRUCTIONAL SERVICES	3,228.25
THERESA URSINY	TRAVEL/TRAINING/MEALS	172.28
THINKITPRIME, LLC	IT SUBSCRIPTION & MAINTENANCE	11,321.66
THOMAS E JONES (SIERRA HILLS FRAMING)	ADVERTISING/PROMOTIONAL	632.85
THOMAS PLATINA	TRAVEL/TRAINING/MEALS	50.93
THOMAS SCIENTIFIC HOLDINGS, LLC	PROGRAM SUPPLIES/MATERIALS	194.82
THOMSON-REUTERS WEST	IT SUBSCRIPTION & MAINTENANCE	273.17
THYSSEN-KRUPP ELEVATOR	IT SUBSCRIPTION & MAINTENANCE	2,294.22
TIBBETTS INVESTIGATIONS	RECRUITMENT EXPENSES	8,310.00
TIM R. STEVENSON (ATLAS WELDCO)	PROFESSIONAL SERVICES	562.50
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES	12,275.00
TKE ENGINEERING, INC	PROFESSIONAL SERVICES	3,127.50
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,464.72
TREE PRO TREE SERVICES INC	PROFESSIONAL SERVICES	32,145.22
TYLER TECHNOLOGIES INC.	IT SUBSCRIPTION & MAINTENANCE	122,792.84
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	33,932.41
UBORA ENGINEERING & PLANNING	PROFESSIONAL SERVICES	20,272.50
ULINE	PROGRAM SUPPLIES/MATERIALS	618.54
ULTRA LINK CABLING SYSTEMS, INC.	PROGRAM SUPPLIES/MATERIALS	628.44
UNICO ENGINEERING, INC.	INFRASTRUCTURE	160,819.68
UNION PACIFIC RAILROAD COMPANY	INFRASTRUCTURE	13,554.95
UNITED OF OMAHA LIFE INSURANCE COMPANY	LTD INSURANCE	16,179.45
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS	7,862.13
VAN DYKE FABRICATION INC.	PROPERTY DAMAGE EXPENDITURE	234.61
VCA ANIMAL HOSPITALS, INC	PROGRAM SUPPLIES/MATERIALS	1,181.83
VERIZON BUSINESS	COMMUNICATIONS	149.96
VERIZON WIRELESS	COMMUNICATIONS	17,371.63
VERIZON WIRELESS SERVICES, LLC	PROFESSIONAL SERVICES	225.00
VINCE KAUPPI	TRAVEL/TRAINING/MEALS	46.00
VINCENT HOWE	TRAVEL/TRAINING/MEALS	161.00
VISION SERVICE PLAN	VISION CLAIM	9,299.62
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	34,069.00
VULCAN MATERIALS COMPANY	PROGRAM SUPPLIES/MATERIALS	284.73
WALKER'S OFFICE SUPPLIES	NON-CAP. EQUIPMENT	3,639.16
WAVE BROADBAND	IT SUBSCRIPTION & MAINTENANCE	59,050.36
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	889.26
WE PAD IT	PROGRAM SUPPLIES/MATERIALS	9,080.00
WENDY SMITH	TRAVEL/TRAINING/MEALS	300.40
WEST COAST PAPER CO INC DBA WCP SOLUTIONS	PROGRAM SUPPLIES/MATERIALS	2,777.78

Docusign Envelope ID: 1040AA03-F9DF-4B84-9E92-ECE6291371DB

Vendor Name		Total Amount Paid
WESTERN PLACER COUNTY FIRE CHIEFS ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	360.00
WESTERN PLACER WASTE MANAGEMENT AUTHOR.	PROFESSIONAL SERVICES	7,063.13
WESTERN SYSTEMS, INC	PROGRAM SUPPLIES/MATERIALS	8,004.75
WHITLOCK & WEINBERGER TRANSPORTATION, INC.	PROFESSIONAL SERVICES	14,194.25
WILLIAM J. PATRICK DBA OUTDOOR LIGHTS	PROFESSIONAL SERVICES	1,406.79
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	11,340.00
ZOOM VIDEO COMMUNICATIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,185.00
ZW USA, INC. DBA DOG WASTE DEPOT	PROGRAM SUPPLIES/MATERIALS	3,500.64
US BANK	JAN, FEB, MAR CALCARD PAYMENT	305,859.54
	Total:	$7,826,932.72

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)

Date: May 26, 2026

Submitted By: Angela Doyle, Senior Accountant
Diane Ahn, Accounting Officer
Daniel Choe Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

Background:
Each year, the City notifies owners of vacant lots that they must maintain their property to minimize fire risk. If the properties are not abated by the land owners, the City has the right under state law to abate the properties and seek reimbursement for the abatement costs.

Rocklin Municipal Code section 8.12.010 provides for weed and rubbish abatement in accordance with state statutory provisions. California Government Code section 39501 provides: “The legislative body may compel the owner, lessee, or occupant of buildings, grounds, or lots to remove dirt, rubbish, weeds, and rank growths from buildings or grounds and adjacent sidewalks. If the person compelled by the legislative body defaults, after notice prescribed by the legislative body, it may authorize the removal or destruction of the dirt, rubbish, weeds, and rank growths at that person's expense by a city officer. The legislative body may prescribe a procedure for the removal or destruction and make the expense a lien upon the buildings or grounds.”

California Government Code sections 39502 through 39588 set forth the requirements for notice, including a public hearing for this weed abatement process.

On April 8, 2025, the City Council adopted Resolution No. 2025-062, which identified vacant parcels requiring abatement, ordered that such abatement be completed by June 1, 2025, and set a public hearing to hear any protests. The resolution also provided that the City may perform abatement on properties that were not properly abated by the owners, and bill the responsible land owner for any costs incurred by the City.

In accordance with California Government Code section 39567.1, owners of affected vacant parcels were timely notified by mail of the abatement requirements, and the public hearing. On April 22, 2025, the City Council held a public hearing and ordered the nuisances be abated.

The City's contractor performed abatement on properties that had not been abated by the owners and billed the City for its costs during the period of June through August 2025. The City then billed the property owners for the costs of abatement and sent second notices on those properties that did not pay after the first invoice. Those that currently remain unpaid after second invoice are the subject of this process.

Government Code sections 39574 and 39576 require the City Council to conduct a public hearing, to receive and consider a report on the costs of abatement, as well as any objections of the property owners liable to be assessed on the property tax roll for the abatement. The report is attached to the Resolution.

City Council approval of the staff recommendation will set a public hearing for June 23, 2026, at 6 p.m., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin, for the receipt, consideration, and confirmation of the itemized written report showing the properties delinquent in paying the costs of nuisance abatement performed between June and August 2025. At the public hearing, objections of property owners liable to be assessed for the abatement shall be heard.

Fiscal Impact:
The City charges a fee of 15% of delinquent charges for parcels that require the processing of a property tax special assessment. Delinquent accounts can make payment to the City without incurring the 15% fees, up until the public hearing date. If delinquent payments are made between now and the public hearing, staff will update the list of parcels and respective delinquent amounts owed, including fees, prior to the public hearing as needed.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN SETTING A PUBLIC HEARING ON DELINQUENT NUISANCE ABATEMENT CHARGES (WEED ABATEMENT)

WHEREAS, pursuant to Rocklin Municipal Code section 8.12.010 and California Government Code section 39501 *et seq.*, the City may abate nuisances and consider the imposition of said abatement costs, subject to notice and public hearing requirements; and

WHEREAS, on April 8, 2025, Council adopted Resolution No. 2025-062, which identified vacant parcels in the City of Rocklin that required abatement, ordered abatement to be completed by June 1, 2025, and set a public hearing for protests; and

WHEREAS, the City provided written notice to the owners of affected vacant parcels of the abatement requirements and the public hearing for protests; on April 22, 2025 the public hearing was held, and thereafter, Council adopted Resolution No. 2025-077, which ordered the nuisances abated; and

WHEREAS, the City of Rocklin contracted for weed abatement services with Northern State Contractors, the lowest responsible bidder, and thereafter, Northern State Contractors performed abatement on the properties, and billed the City for its services between June and August 2025; and

WHEREAS, the City sent billing statements to the property owners for the costs of the nuisance abatement of their properties, and a second notice to the owners that did not respond to the first statement; and

WHEREAS, an itemized written report of parcels delinquent in paying the nuisance abatement fees as of this resolution date is attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. A public hearing is set for **June 23, 2026, at 6 p.m**., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin, for the receipt, consideration, and confirmation of the itemized written report showing the properties delinquent in paying the costs of nuisance abatement performed between June and August 2025. At the public hearing, objections of property owners liable to be assessed for the abatement shall be heard.

Section 3. Notice of the hearing shall be mailed to each affected owner of record as shown on the report by certified, return receipt mail to the address of the owners as shown on the last equalized assessment roll of the County of Placer or as otherwise known to the City of Rocklin at least ten (10) days prior to the hearing. This resolution shall also be posted near the Council Chambers at least five (5) days prior to the public hearing. Notice of the Public Hearing shall also be published once in the Placer Herald, a newspaper of general circulation circulated in the City of Rocklin, not less than ten (10) days before the hearing.

Section 4. The City Council may, after such hearing, and after considering any objections or protests of property owners liable to be assessed for the abatement, modify and/or confirm the report, and establish assessment liens for the delinquent abatement costs, plus City and County lien processing fees, on the secured property tax roll.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DELINQUENT WEED ABATEMENT CHARGES

**Amounts past due as of May 12, 2026 for services provided Summer of 2025. Subject to change as payments are received by City before public hearing date.*

APN	AMOUNT PAST DUE*	CITY ADMIN FEE	COUNTY COLLECTION FEE	TOTAL ASSESSMENT AMOUNT
030-140-024-000	$4,313.00	$646.95	$49.60	$5,009.55
365-020-068-000	$3,624.00	$543.60	$41.68	$4,209.28
045-031-014-000	$949.00	$142.35	$10.91	$1,102.26
045-011-012-000	$198.70	$29.81	$2.29	$230.80
045-011-017-000	$2,897.50	$434.63	$33.32	$3,365.45
371-040-024-000	$907.00	$136.05	$10.43	$1,053.48
045-021-045-000	$934.00	$140.10	$10.74	$1,084.84
010-144-010-000	$465.00	$69.75	$5.35	$540.10
017-087-011-000	$1,687.00	$253.05	$19.40	$1,959.45
010-230-008-000	$751.00	$112.65	$8.64	$872.29
045-013-022-000	$761.50	$114.23	$8.76	$884.49
045-013-005-000	$1,870.50	$280.58	$21.51	$2,172.59
010-010-028-000	$294.41	$44.16	$3.39	$341.96
010-010-017-000	$462.51	$69.38	$5.32	$537.21
010-040-040-000	$74.59	$11.19	$0.86	$86.64
010-010-016-000	$203.90	$30.59	$2.34	$236.83
010-010-029-000	$74.59	$11.19	$0.86	$86.64
010-024-002-000	$452.00	$67.80	$5.20	$525.00
030-140-003-000	$1,063.00	$159.45	$12.22	$1,234.67
017-190-045-000	$2,896.00	$434.40	$33.30	$3,363.70
016-210-011-000	$1,037.00	$155.55	$11.93	$1,204.48
045-101-059-000	$959.00	$143.85	$11.03	$1,113.88
	$26,875.20	**$4,031.31**	**$309.08**	**$31,215.59**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Setting a Public Hearing on Delinquent Refuse Collection Charges

Date: May 26, 2026

Submitted By: Angela Doyle, Senior Accountant
Diane Ahn, Accounting Officer
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

Background:
Each year, pursuant to the terms of the franchise agreement with Recology Auburn Placer (Recology), the City assists Recology with the collection of delinquent solid waste collection fees within the City of Rocklin. If the fees are not paid, the City has the right, under state law, to administer special assessment liens against the properties through the County property tax bills. To begin this process, the City must first schedule a public hearing on the report of delinquent fees and notify affected landowners of the hearing.

Pursuant to Rocklin Municipal Code section 13.08.110(C) and California Government Code sections 25831 and 38790.1, refuse collection fees that remain unpaid for a period of 60 or more days after the date upon which they were billed may constitute a special assessment against the respective parcels of land and are a lien on the property.

Pursuant to the City's franchise agreement with Recology, the City shall assist with the collection of unpaid bills for services provided to customers on accounts that are more than 180 days delinquent. The City has typically assisted Recology with the collection of unpaid bills by asking the County to add these bills as levies on the property tax rolls as allowed by State law. If the City intends to impose the special assessment liens on parcels with unpaid refuse collection charges, state law requires the City first hold a public hearing and notify affected landowners.

City Council approval of the staff recommendation will set a public hearing for June 23, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin. At the conclusion of the hearing, and after considering any objections or protests of landowners liable to be assessed for delinquent fees, the City Council will consider a resolution establishing an

assessment on the property tax roll on those properties for which services were rendered to the owner thereof for collection of refuse collection charges.

Fiscal Impact:
The City charges a fee of 15% of delinquent charges for parcels that require the processing of a property tax lien assessment. The exact amount of the City fees associated with City collection efforts will be known for the public hearing on June 23, 2026.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN SETTING A PUBLIC HEARING ON DELINQUENT REFUSE COLLECTION CHARGES

WHEREAS, the City of Rocklin has a franchise agreement with Recology Auburn Placer for the collection of solid waste within the City of Rocklin; and

WHEREAS, under the terms of the franchise agreement, the City may at the request of Recology Auburn Placer, assist in collecting delinquent garbage bills in accordance with Government Code sections 25831 and 38790.1; and

WHEREAS, Recology Auburn Placer has requested the City to conduct proceedings under Government Code sections 25831 and 38790.1 to place special assessment liens against those properties' delinquent in their solid waste collection fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby sets a public hearing to be held on **June 23, 2026**, at the City of Rocklin City Hall, located at 3970 Rocklin Road, Rocklin, on or after the hour of **6:00 p.m.** At the hearing, the City Council shall consider a report of Recology Auburn Placer collection charges for parcels located in the City of Rocklin that have remained unpaid for at least 180 days, said report to include identification of the property and an itemized record of the delinquent charge. At the hearing, Council will hear protests, modify and/or confirm the report, and consider the imposition of assessment liens on properties for delinquent solid waste collection charges.

Section 3. Notice of the hearing shall be mailed to each affected owner of record as shown on the report by certified, return receipt mail to the address of the owners as shown on the last equalized assessment roll of the County of Placer or as otherwise known to the City at least ten (10) days prior to the hearing.

Section 4. The City Council may, after the hearing, and after considering any objections or protests of landowners liable to be liened for delinquent fees, adopt a resolution establishing a special assessment lien on the property tax roll on those properties for which services were rendered to the owner thereof for collection of refuse plus City and County lien processing fees.

Section 5. Notice of the Public Hearing shall be posted in one public place within the City and published once in the Placer Herald, a newspaper of general circulation circulated in the City of Rocklin, not less than ten (10) days before the hearing.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Position Reclassification

Date: May 26, 2026

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Deletion of One Administrative Technician Allocation from the Community Development Department, and the Addition of One Administrative Analyst Allocation to the Community Development Department.

Background:
In October 2025, the incumbent Administrative Technician in the Community Development Department submitted a request for a classification review, seeking reclassification to an Administrative Analyst. A completed Position Description Questionnaire was provided to Human Resources in January 2026.

Staff conducted a classification study which included an analysis of the position's duties, responsibilities, and interviews. The study confirmed that the predominant duties and level of responsibility is consistent with the Administrative Analyst classification. A review of the Department's needs as a result of the implementation of the Department's 2023 Organizational Assessment also indicate that the Administrative Analyst classification is supported.

Therefore, staff recommends that 1.0 FTE Administrative Technician in the Community Development Department be reclassified to the classification of Administrative Analyst. If approved, the incumbent's salary will be set in accordance with the Memorandum of Understanding between the City and AFSCME Council 57, Local 146, representing the Public Service Employees Bargaining Unit Article 47, Section III.B (MOU). In accordance with the MOU, the incumbent shall receive the salary increase retroactive to the pay period sixty (60) days following the receipt of the acknowledgement of the completed Position Description Questionnaire.

HR satisfied the meet and confer process with the Public Service Employees Bargaining Unit represented by AFSCME regarding the proposed reclassification in accordance with the City of Rocklin Employee-Employer Resolution.

Recommendation:

- Add 1.0 FTE Administrative Analyst
- Delete 1.0 FTE Administrative Technician

Fiscal Impact:

The annual fiscal impact associated with the Administrative Technician and Administrative Analyst Salary adjustments is approximately $7,300 to the General Fund, which will be absorbed within the Department's Operating Budget.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE DELETION OF ONE ADMINISTRATIVE TECHNICIAN ALLOCATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE ADDITION OF ONE ADMINISTRATIVE ANALYST ALLOCATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the incumbent Administrative Technician in the Community Development Department requested a reclassification review; and

WHEREAS, Human Resources (HR) performed a classification study and confirmed that the predominant duties and level of responsibility is consistent with the Administrative Analyst classification; and

WHEREAS, HR recommends reclassifying one 1.0 full-time equivalent (FTE) Administrative Technician allocation to 1.0 FTE Administrative Analyst allocation in the Community Development Department; and

WHEREAS, in accordance with the Memorandum of Understanding between the City and AFSCME Council 57, Local 146 Representing the Public Service Employees Bargaining Unit Article 47, Section III.B (MOU), the incumbent shall receive the salary increase retroactive to the pay period sixty (60) days after acknowledgement of the completed Job Analysis Questionnaire.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The recitals are true and correct and are incorporated herein by reference.

Section 2. The deletion of one (1.0) FTE Administrative Technician allocation from the Community Development Department, and the addition of one (1.0) FTE Administrative Analyst allocation in the Community Development Department is hereby approved.

Section 3. Effective retroactively to March 21, 2026, and in-line with the MOU, the incumbent's salary increase is hereby approved.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: The Bluffs Subdivision Road Reconstruction Phase II Bid Award

Date: May 26, 2026

Submitted By: Richard Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision Road Reconstruction Phase II to All Phase Construction & Engineering, Inc., and Authorizing the City Manager to Execute an Agreement with All Phase Construction & Engineering, Inc.

Background:
The Bluffs Subdivision Road Reconstruction Phase II project (Project No. 74200) is included in the 2026-2031 Capital Improvement Program approved by the City Council on June 24, 2025. This project consists of removing and replacing aged and failing asphalt in the Bluffs Subdivision area.

The invitation for bids for the Bluffs Subdivision Road Reconstruction Phase II project was advertised on March 27, 2026, with the bid opening held on April 16, 2026. Five (5) bids were received, as shown below (see Attachment 3):

CONTRACTOR (LOCATION)	BID
All Phase Construction & Engineering, Inc. (Citrus Heights)	$661,667.00
Consolidated Engineering, Inc. (Valley Springs)	$673,284.00
Central Valley Engineering & Asphalt, Inc. (Roseville)	$740,880.00
Martin General Engineering, Inc. (Rancho Cordova)	$765,004.00
B&M Civil, LLC. (Rancho Cordova)	$849,690.00

Staff reviewed the bids for completeness and responsiveness and determined that All Phase Construction & Engineering, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to All Phase Construction & Engineering, Inc. In addition, a contingency amount of twenty percent (20%) of the contract, in the amount of $132,333.40, is recommended, bringing the total authorized project amount to $794,000.40.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Bluffs Subdivision Road Reconstruction Phase II project and determined that it falls under the previously approved Notice of Exemption for City's Road Resurfacing Projects (Resolution 2019-236) and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301 and 15302.

Fiscal Impact:
There is no fiscal impact to the General Fund. Funding for Project No. 74200 has been appropriated as part of the FY 2026-2031 Capital Improvement Program and is budgeted within the SB1 – Road Maintenance and Rehabilitation Allocation Fund (Fund 205).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. Bid Summary

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE BLUFFS SUBDIVISION ROAD RECONSTRUCTION PHASE II TO ALL PHASE CONSTRUCTION & ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALL PHASE CONSTRUCTION & ENGINEERING, INC.

WHEREAS, the Bluffs Subdivision Road Reconstruction Phase II project (Project No. 74200) consists of removing and replacing aged and failing asphalt in the Bluffs Subdivision area; and

WHEREAS, the invitation for bids was advertised on March 27, 2026, with the bid opening held on Wednesday, April 16, 2026, and the bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $661,667.00, submitted by All Phase Construction & Engineering, Inc., and staff recommends that the contract for the project be awarded to All Phase Construction & Engineering, Inc.; and

WHEREAS, a contingency amount of twenty percent (20%) of the contract, in the amount of $132,333.40, is authorized by the City Council, and the City Manager is authorized to utilize these funds as long as adequate appropriations are available, bringing the total authorized project amount to $794,000.40; and

WHEREAS, funding for this project is included in the FY 2026-2031 Capital Improvement Program and is budgeted within the SB1 – Road Maintenance and Rehabilitation Allocation Fund (Fund 205).

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the Bluffs Subdivision Road Reconstruction Phase II project to All Phase Construction & Engineering, Inc., in an amount not-to-exceed $661,667.00 and authorizes the City Manager to execute the Agreement with All Phase Construction & Engineering, Inc., in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with All Phase Construction & Engineering, Inc., for the Bluffs Subdivision Road Reconstruction Phase II Project for the additional contingency amount of up to $132,333.40.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ATTACHMENT G
CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 26, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **ALL PHASE CONSTRUCTION & ENGINEERING, INC.,** a Corporation (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, Appendix, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **THE BLUFFS SUBDIVISION ROAD RECONSTRUCTION PHASE II**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Six Hundred Sixty-One Thousand, Six Hundred Sixty-Seven Dollars and No Cents ($661,667.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within, Forty-Five (45) Working Days, as the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the

City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **One Thousand Dollars and No Cents ($1,000.00)** for each **Calendar Day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any

extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning 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 acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity,

illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
4/30/26	4-30-26
Date	Date
Heidi Easley	Garry Easley
Signature	Signature
Heidi Easley	Garry Easley
Print Name	Print Name
CFO	President
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager	Date

APPROVED AS TO FORM:

DeeAnne Gillick, Assistant City Attorney	Date

ATTEST:

Avinta Singh, City Clerk	Date

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

SEE ATTACHED
NOTARIAL CERTIFICATE

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 4 May 2024 before me, Alexandria N. Green (Notary Public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

ALEXANDRIA N. GREEN
COMM. # 2518574
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires APR 27, 2029

Signature Alexandria N. Green (Seal)

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
The Bluffs Subdivision Road Reconstruction Phase II

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No. 1: Attached as Exhibit A is the Pre-Bid Meeting Sign-In sheet.

Item No. 2 Attached as Exhibit B is South Placer Municipal Utility District's (SPMUD) clarification on the Flush/Clean SPMUD Sewer System.

Item No. 3 We discovered a mistake in the bid quantities, so the quantities have been updated in the new bid item detail list. Please replace the existing Notice to Contractors and Sealed Bid Form with the revised Notice to Contractors and Sealed Bid attached as Exhibit C.

Item No. 4 Attached as Exhibit D is the updated Plan Set. This includes the requested specification on the HMA for the crack repair.

Item No. 5 Attached as Exhibit E are the questions that have been received and the associated answers.

End of Addendum No. 1

Signature: _____

ALL PHASE CONSTRUCTION & ENGINEERING
Company

4/16/2026
Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, April 16, 2026, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

BLUFFS SUBDIVISION ROAD RECONSTRUCTION PHASE II

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price ($/Unit)	Amount ($)
1	MOBILIZATION (10%)	1	LS	18,000.00	18,000.00
2	TRAFFIC CONTROL SYSTEM	1	LS	38,000.00	38,000.00
3	WATER POLLUTION CONTROL PLAN (WPCP)	1	LS	2,500.00	2,500.00
4	RESET SURVEY SPIKE	7	EA	600.00	4,200.00
5	ADJUST SURVEY MONUMENT BOX	11	EA	1,700.00	18,700.00
6	ADJUST UTILITY IRON - CITY STORM DRAIN MANHOLE	4	EA	2,300.00	9,200.00
7	ADJUST UTILITY IRON - PCWA VALVE BOX/ARV BOX (**PCWA**)	35	EA	1,250.00	43,750.00
8	ADJUST UTILITY IRON - SPMUD SANITARY SEWER MANHOLE (**SPMUD**)	24	EA	2,300.00	55,200.00
9	FLUSH/CLEAN SPMUD SEWER SYSTEM	5,700	LF	1.96	11,172.00
10	COLD PLANING	* 206,000	SF	.22	45,320.00
11	HOT MIX FIBER REINFORCED ASPHALT OVERLAY	* 2,000	TON	149.00	298,000.00
12	HMA FOR CRACK REPAIR	64	EA	1,400.00	89,600.00
13	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22	125	LF	5.00	625.00
14	THERMOPLASTIC TRAFFIC STRIPE - 4" YELLOW	450	LF	2.00	900.00
15	THERMOPLASTIC PAVEMENT MARKING	1,200	SF	10.00	12,000.00
16	DETECTOR HAND HOLE	1	EA	5,500.00	5,500.00
17	LOOP DETECTOR (TYPE A & D)	4	EA	2,250.00	9,000.00

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Total Lines 1-17	

Total Project Bid, Item Nos. 1 through 17, shall be (spell out) SIX HUNDRED SIXTY ONE THOUSAND SIX HUNDRED Dollars. ($ 661,667.00) SIXTY SEVEN DOLLARS.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

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

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☒ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

NAME OF BIDDER:

ALL PHASE CONSTRUCTION & ENGINEERING

Affix Corporate Seal Here

BY: _____
Signature

CHRIS EMPSON
Type/Print Name

VICE PRESIDENT
Title

DATE: 4/16/2026

Valid Contractor's License No.: 886326

Expiration date: 12/31/2027

Public Works Registration No. 1000013744

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ATTACHMENT A

BID BOND

We, All Phase Construction & Engineering, Inc. as principal, and The Ohio Casualty Insurance Company, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a Bid to the Obligee, for The Bluffs Subdivision Road Reconstruction Phase II Rocklin, CA
(Copy here the exact description of work, including location, as it appears on the Bid)
for which Bids are to be opened at Rocklin, CA on April 16th, 2026
(Insert date of Bid opening)

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: April 10th, 2026

Principal: All Phase Construction & Engineering, Inc.
By: _____
Surety: The Ohio Casualty Insurance Company
Address: 1001 4th Ave., Suite 3800, WA 98154
Telephone: 206-473-6210
Attorney in Fact: _____
P. Jarvis, Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
Seal No. 7672

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8214656 - 988650

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Celeste Somera, Emily Cox, Kevin Scofield, P Jarvis

all of the city of Rocklin state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR ALL PHASE CONSTRUCTION (BIDDER)

PROJECT: THE BLUFFS SUBDIVISION ROAD RECONSTRUCTION PHASE II

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
GRIND, SWEEP, HAUL	50,120.00	ANRACK CORPORATION SACRAMENTO, CA	256390	1000002952
TACK OIL SUB	13,500.00	PACIFIC NORTHWEST OIL SACRAMENTO, CA	705296	1000377635
STRIPING	19,025.00	CHRISP COMPANY WOODLAND, CA	374,600	1000060306
SURVEY MONUMENT	9,350.00	CENTERPOINT ENG ROCKLIN, CA	LS 9752	1000000562
FLUSH/CLEAN SEWER	9,000.00	EDCO ENTERPRISES SACRAMENTO, CA	N/A	1000016421
LOOP DETECTOR & HAND HOLE	10,250.00	BEAR ELECTRICAL ALVISO, CA	982079	1000002158

Signed

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the PRESIDENT [Title] of ALL PHASE CONSTRUCTION, INC the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/16/2026 [date], at CITRUS HEIGHTS [city], CA [state].

GARRY BASLEY
(Name of Bidder)

Garry Basley
(Signature)

PRESIDENT
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the CFO [Title] of ALL PHASE CONSTRUCTION, INC., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/16/2026 [date], at CITRUS HEIGHTS [city], CA [state].

HEIDI EASLEY
(Name of Bidder)

Heidi Easley
(Signature)

CFO
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: ALL PHASE CONSTRUCTION & ENGINEERING Date 4/16/2026

BY: _____
Signature

CHRIS EMPSON
Type/Print Name

VICE PRESIDENT
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: _____ Date 4/16/2026

BY: _____
Signature

CHRIS EMPSON
Type/Print Name

VICE PRESIDENT
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

ALL PHASE CONSTRUCTION & ENGINEERING
Contractor

4/16/2026
Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

I HEREBY CERTIFY that at a meeting of the Board of Directors of the ALL PHASE CONSTRUCTION & ENGINEERING, INC., a corporation existing under the laws of the State of California, held on 4/15/2026, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as CFO of the Corporation, be and is hereby authorized to execute the Bid dated 4/16, 2026, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 16TH day of APRIL, 2026.

_____
Secretary

_____
Corporate Officer

(seal)

5964 DEUECCHI AVE
Corporate Address CITRUS HEIGHTS, CA 95621

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By: _____

Title: CFO

Address: 5964 Devecchi Ave Citrus Heights CA 95621

Date: 4/30/26

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

CITY OF ROCKLIN
GENERAL CONDITIONS

Table of Contents

ARTICLE SUBJECT	Pages
ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION	1
SECTION 1.01. GENERAL.	1
SECTION 1.02. ABBREVIATIONS.	1
SECTION 1.03. DEFINITIONS.	4
ARTICLE 2. BID REQUIREMENTS AND CONDITIONS	13
SECTION 2.01. BID FORM.	13
SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.	14
SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.	15
SECTION 2.04. SUBSURFACE CONDITIONS.	15
SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.	15
SECTION 2.06. COMPETENCY OF BIDDERS.	16
SECTION 2.07. JOINT VENTURE BIDS.	16
SECTION 2.08. SUBCONTRACTORS.	17
SECTION 2.09. ADDENDA.	18
SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.	18
SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.	19
SECTION 2.12. BID GUARANTY.	20
SECTION 2.13. WITHDRAWAL OF BID.	20
SECTION 2.14. PUBLIC OPENING OF BIDS.	20
SECTION 2.15. REJECTION OF BIDS.	20
SECTION 2.16. DISQUALIFICATION OF BIDDERS.	21
SECTION 2.17. RELIEF OF BIDDERS.	21
SECTION 2.18. BID PROTESTS.	21
ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE	23
SECTION 3.01. AWARD OF CONTRACT.	23
SECTION 3.02. TIME OF AWARD.	23
SECTION 3.03. CONSIDERATION OF BIDS.	24
SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.	24

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES. 25
SECTION 3.06. RETURN OF BID GUARANTYS. 25
SECTION 3.07. EXECUTION OF CONTRACT. 25
SECTION 3.08. FAILURE TO EXECUTE CONTRACT. 25
SECTION 3.09. INSURANCE. 26
ARTICLE 4. SCOPE OF WORK 34
SECTION 4.01. THE CONTRACT. 34
SECTION 4.02. INTENT OF CONTRACT DOCUMENTS. 34
SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED. 35
SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS. 35
SECTION 4.05. DIAGRAMMATIC DRAWINGS. 36
SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS. 36
SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES. 36
SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE. 37
SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION. 38
SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK. 39
SECTION 4.11. DELETED ITEMS. 39
SECTION 4.12. EXTRA WORK. 40
SECTION 4.13. USE OF COMPLETED PORTIONS. 40
SECTION 4.14. LANDS AND RIGHTS-OF-WAY. 40
SECTION 4.15. WARRANTY. 40
ARTICLE 5. CONTROL OF WORK AND MATERIALS 42
SECTION 5.01. AUTHORITY OF THE CITY. 42
SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR. 42
SECTION 5.03. SUGGESTIONS TO CONTRACTOR. 42
SECTION 5.04. SEPARATE CONTRACTS. 42
SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS. 43
SECTION 5.06. SUPERVISION PROCEDURES. 43
SECTION 5.07. SKILLED LABOR. 43
SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES. 43
SECTION 5.09. CONTRACTOR'S EQUIPMENT. 44
SECTION 5.10. CONTRACTOR'S SUBMITTALS. 44
SECTION 5.11. DAILY REPORTS. 47

SECTION 5.12. SURVEYS. 47
SECTION 5.13. RESPONSIBILITY FOR ACCURACY. 49
SECTION 5.14. DUTIES AND POWERS OF INSPECTORS. 49
SECTION 5.15. INSPECTION. 50
SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP. 51
SECTION 5.17. SUBSTITUTIONS 51
SECTION 5.18. PREPARATION FOR TESTING. 52
SECTION 5.19. MATERIALS SAMPLING AND TESTING 52
SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT. 53
SECTION 5.21. PROVISIONS FOR EMERGENCIES. 53
SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK 53
SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK 54
SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK. 54
SECTION 5.25. TERMINATION 54
SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS. 58
ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES 59
SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS 59
SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY 59
SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS. 65
SECTION 6.04. USE OF PESTICIDES 65
SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH 65
SECTION 6.06. INDEMNIFICATION. 66
SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS. 67
SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE. 67
SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY. 68
SECTION 6.10. ASSIGNMENT OF CONTRACT. 68
SECTION 6.11. ASSIGNMENT OF MONIES 68
SECTION 6.12. CONTRACTORS LICENSE. 68
SECTION 6.13. RESPONSIBILITY OF CONTRACTOR. 68
SECTION 6.14. PERMITS AND LICENSES. 69
SECTION 6.15. RIGHTS AND REMEDIES 70
SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE. 70
SECTION 6.17. GENERAL SAFETY REQUIREMENTS 70
SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY. 74
SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL 77

SECTION 6.20. CONFINED SPACES. 80
SECTION 6.21 TRAFFIC CONTROL PLANS (TCP) 81
SECTION 6.22. BARRICADING OPEN TRENCHES. 82
SECTION 6.23. EXISTING UTILITIES. 82
SECTION 6.24. EXCAVATION AND TRENCH SAFETY. 86
SECTION 6.25. OVERLOADING. 87
SECTION 6.26. PRESERVATION OF PROPERTY. 87
SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY. 87
SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT. 87
SECTION 6.29. PROPERTY RIGHTS IN MATERIALS. 88
SECTION 6.30. CONFLICT OF INTEREST. 88
SECTION 6.31. NO AGREEMENTS. 88
ARTICLE 7. PROSECUTION OF THE WORK 89
SECTION 7.01. BEGINNING OF WORK. 89
SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION. 89
SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS. 89
SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS. 89
SECTION 7.05. SCHEDULES. 90
SECTION 7.06. UNUSUAL SITE CONDITIONS. 96
SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER 97
SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS. 98
SECTION 7.09. TEMPORARY FACILITIES AND SERVICES. 99
SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY. 99
SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT. 99
SECTION 7.12. DELAYS. 99
SECTION 7.13. NOTICE OF DELAYS 100
SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY. 101
SECTION 7.15. TIME OF COMPLETION. 101
SECTION 7.16. EXTENSION OF TIME NOT A WAIVER. 101
SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME. 101
SECTION 7.18. EXTENSION OF TIME. 101
SECTION 7.19. SUBSTANTIAL COMPLETION. 102

SECTION 7.20. CLEANING UP. 102
SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE 103
SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION. 103
SECTION 7.23. WARRANTY WORK 103
ARTICLE 8. MEASUREMENT AND PAYMENT 105
SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES. 105
SECTION 8.02. SCOPE OF PAYMENT 106
SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT. 107
SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK 107
SECTION 8.05. PROGRESS PAYMENT PROCEDURES 107
SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS. 108
SECTION 8.07. RETENTION. 108
SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST. 109
SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK 110
SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY. 110
SECTION 8.11. FINAL ESTIMATE AND PAYMENT 111
SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF city. 112
SECTION 8.13. DISPUTED PAYMENTS 113
ARTICLE 9. CHANGES AND CLAIMS 114
SECTION 9.01. AUTHORITY FOR CHANGES. 114
SECTION 9.02. ORDERING OF CHANGES. 114
SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP). 114
SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT. 117
SECTION 9.05. COST AND PRICING DATA. 117
SECTION 9.06. ACCESS TO RECORDS. 118
SECTION 9.07. PAYMENT FOR CHANGES. 118
SECTION 9.08. MARKUPS FOR CHANGED WORK. 121
SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS 121
SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK 122
SECTION 9.11. TIME EXTENSIONS FOR CHANGES 123
SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK 123
SECTION 9.13. CONTRACT CHANGE ORDER. 123
SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES 123
SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS. 124

SECTION 9.16. NOTICE OF POTENTIAL CLAIM. 124
SECTION 9.17. SUBMISSION OF CLAIMS..... 124
SECTION 9.18. ENGINEER'S DECISION. 130
SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION 130
SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE..... 130
SECTION 9.22. ASSIGNMENT OF CLAIMS. 130
ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE..... 131
SECTION 10.1. DUST CONTROL. 131
SECTION 10.2. AIR POLLUTION CONTROL..... 131
SECTION 10.03. BURNING..... 131
SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL..... 131
SECTION 10.05. CONTROL OF WATER IN THE WORK. 135
SECTION 10.06. NOISE CONTROL..... 135
SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS. 136
SECTION 10.08. USE OF EXPLOSIVES..... 136
SECTION 10.09. SANITARY REGULATIONS. 136
SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES. 136
SECTION 10.11. PROTECTION OF EXISTING TREES. 137
ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS..... 138
SECTON 11.01. GENERAL. 138
SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS..... 138
SECTION 11.03. RECORD DRAWINGS. 138
SECTION 11.04. MEASUREMENT AND PAYMENT..... 139

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mode as starting with "Contractor shall" and "you as "Contractor" and "your" as "Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

SECTION 1.02. ABBREVIATIONS.

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code

CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer's Association
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.
"Acceptance or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

Acts of God.
"Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

Addendum/Addenda.
"Addendum" or "Addenda" are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

Agreement.
The "Agreement" is the written agreement signed by the City and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance.
An "Allowance" is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager.
The "Architect, Consulting Engineer and/or Construction Manager, if used, is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc.
Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid.
"Bid" shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to "Bid" shall be deemed to mean "Proposal".

Bid Documents.
"Bid Documents" shall mean the sum of the documents that comprise the Bid by a

Bidder to perform the Work.

Bid Form.
The "Bid Form", sometimes referred to as the "Bid Schedule" is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a "Proposal Form."

Bid Guaranty.
"Bid Guaranty" is the cashier's check, certified check or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item.
"Bid Item" or "Bid Items" shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening.
"Bid Opening" shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Bidder.
"Bidder" shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to "Bidder" shall be deemed to mean "Proposer."

By Others.
"By Others" shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

Calendar Day.
"Calendar Day" shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order.
"Change Order" ("CO") shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

City.
"City" or "Owner" shall mean the City of Rocklin, acting through its authorized representatives.

City Council.

"City Council" means the City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications.
"City of Rocklin Construction Standard Specifications" mean the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards.
"City of Rocklin Improvement Standards" mean the City's standard requirement for improvement projects, located on the City's website.

Closeout Documents.
"Closeout Documents" are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

Completion.
"Completion" is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
"Construction Change Directive" ("CCD") or "Directive" or "Field Directive" shall mean a written order to Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract.
The "Contract" is the entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

Contract Documents.
The "Contract Documents" shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor), and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The "Contract Commencement Date" shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date.
The "Contract Completion Date" shall mean the date by which the Contract requires Completion.

Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Contract Schedule.
The "Contract Schedule" is the schedule produced by Contractor in response to the requirements of the Contract Documents.

Contract Sum.
"Contract Sum" is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two

Contractor.
"Contractor" shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Engineer of the City of Rocklin.
"Engineer" means the City's Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Estimated Quantities.
"Estimated Quantities" are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Conditions.
"General Conditions" are specific clauses that are part of the Contract and are located in Section 0700. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements.
"General Conditions" are the part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Conditions and Special Provisions.

Hazardous Waste.
"Hazardous Waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector.
The "Inspector" or "Project Inspector" shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Instruction Bulletin or Bulletin.
"Instruction Bulletins" or "Bulletins" are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Invitation for Bids.
The "Invitation for Bids" is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed City project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

Legal Holidays.
Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Notice to Contractors.
"Notice to Contractors" shall have the same meaning as "Invitation for Bids."

Notice to Proceed.
"Notice to Proceed" is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner's Representative
"Owner's Representative" shall mean the City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Progress Schedule.
"Progress Schedule" is the schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Project.
"Project" shall mean the Work.

Project Manager
"Project Manager" is the City's representative assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO).
A "Proposed Change Order" ("PCO") is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

Record Drawings.
"Record Drawings" are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

Reference to Codes.
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI).
"Request for Information" ("RFI") is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal.
A "Request for Proposal" or "RFP" during the course of construction is the name given to a document issued by the Owner's Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change

Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals.
"Schedule of Submittals" is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values.
"Schedule of Values" is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor's application for progress payments.

Special Provisions.
"Special Provisions" are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

Specifications.
"Specifications" include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

Standard Drawings.
"Standard Drawings" meand the City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State.
"State" means the State of California.

State Specifications.
Unless otherwise stated in the Special Provisions, "State Specifications" means the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans.
Unless otherwise stated in the Special Provisions, "State Plans" means the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. "Subcontractor" shall include all persons or firms

within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Substantial Completion.
"Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Substitution.
"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Supplemental Drawing.
"Supplemental Drawings" define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications.
"Technical Specifications" are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price.
The "Total Bid Price" is the aggregate sum of the Bid, including all additive items.

Work.
The "Work" shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day.
"Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing.
"Working Drawings" detail a particular item of Work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

SECTION 2.01. BID FORM.

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

SECTION 2.01A. Unit Price Bid.

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of Work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, "Payment for Changes – Unit Prices", of these General Conditions.

SECTION 2.01B. Lump Sum Bid.

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete project, structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

SECTION 2.01C. Allowances.

Where specific allowance items have been entered on the Bid Form by the City, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a 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 a 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 to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope and/or as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is

submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of Work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.01, "Intent of Contract Documents" of these General Conditions.

SECTION 2.04. SUBSURFACE CONDITIONS.

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under

the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subconcontractors shall maintain their registrations throughout the term of the Project.

SECTION 2.06. COMPETENCY OF BIDDERS.

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time.

To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

SECTION 2.07. JOINT VENTURE BIDS.

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor's State License Board or the license

number and class of a valid license issued by the Contractor's State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

SECTION 2.08. SUBCONTRACTORS.

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Price or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work (type of work) that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and

time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

SECTION 2.09. ADDENDA.

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted at Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed in the referenced Certificate, that:

1. The Bidder and/or any of its Principals:
    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.
    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.
2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. A certification that any of the items in Paragraph 2.11(1) of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.
5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

SECTION 2.12. BID GUARANTY.

The Bid shall be accompanied by a Bid Guaranty in the form of a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

SECTION 2.14. PUBLIC OPENING OF BIDS.

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

SECTION 2.15. REJECTION OF BIDS.

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

SECTION 2.16. DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

SECTION 2.17. RELIEF OF BIDDERS.

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

SECTION 2.18. BID PROTESTS.

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," Attachment E to the Bid Documents, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a Bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE

SECTION 3.01. AWARD OF CONTRACT.

Unless stated otherwise in the Invitation for Bids, the award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Invitation for Bids or Special Provisions, if an alternate or alternates are identified by the City to the Bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the Invitation for Bids provides for a different basis of award, the basis and process identified therein shall apply.

SECTION 3.02. TIME OF AWARD.

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive,

responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

SECTION 3.03. CONSIDERATION OF BIDS.

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.

As part of the execution of the Contract, and within ten (10) days after receiving notice of award, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Contract Sum" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

SECTION 3.04A. Performance Bond.

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.04B. Payment Bond.

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES.

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City's authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

SECTION 3.06. RETURN OF BID GUARANTYS.

After Bids have been received and reviewed by the City, Bid Guarantys will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantys for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantys of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantys will be returned within ten (10) days of the decision of the City to not award the Contract.

SECTION 3.07. EXECUTION OF CONTRACT.

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3.09 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3.09. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to Contractor.

SECTION 3.08. FAILURE TO EXECUTE CONTRACT.

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and

the Bidder's Bid Guarantee forfeited to the City. At the City's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

SECTION 3.09. INSURANCE.

Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at Contractor's sole expense, the following insurance:

SECTION 3.09A. General Liability.

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

SECTION 3.09B. Automobile Liability.

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

SECTION 3.09C. Workers' Compensation.

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

SECTION 3.09D. Excess or Umbrella Liability.

If the Special Provisions require limits of insurance greater than those specified in the General Conditions, Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

SECTION 3.09E. Contractor's Equipment.

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by Contractor.

SECTION 3.09F. Railroad Protective Liability.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

SECTION 3.09G. Builder's Risk Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic

disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

SECTION 3.09H. Environmental Liability Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

SECTION 3.09(I). Other Provisions.

1. Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

    b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

    c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability

insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

6. All of Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

9. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written

notice to Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

10. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract.

11. If Contractor fails to procure or maintain insurance as required by this Section 3.09 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

13. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to Contractor.

14. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

SECTION 3.09J. Notification of Accident or Occurrence.

Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

SECTION 3.09K. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

ARTICLE 4. SCOPE OF WORK

SECTION 4.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

SECTION 4.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

Unless otherwise specified, Contractor agrees to furnish and pay for all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work, including any Change Order work or disputed work directed by the City, in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

When portions of the Work are described in general terms, but not in complete detail, it is understood that Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this Contract.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements.

Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at Contractor's risk.

SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED.

The Contractor may obtain online, at no cost, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The Contractor may purchase from the City hard copies of these documents.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11.03, "Record Drawings" of these General Conditions.

SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation ("Caltrans") standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.05. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect, Consulting Engineer or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;
8. City of Rocklin Construction Standard Specifications;
9. City of Rocklin Improvement Standards;
10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.

SECTION 4.09A. General.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor's risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

SECTION 4.09B. Procedure.

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe

and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFIs will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFIs that are not clear or RFIs for which a response is clearly identified in the Contract will not be accepted.

SECTION 4.09C. Response.

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, "Dispute Regarding Contract Requirements", of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

SECTION 4.11. DELETED ITEMS.

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, "Changes and Claims", of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

SECTION 4.12. EXTRA WORK.

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 4.13. USE OF COMPLETED PORTIONS.

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, "Warranty Work", of these General Conditions.

SECTION 4.14. LANDS AND RIGHTS-OF-WAY.

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to Contractor prior to Contractor's use of, or commencement of Work, in the lands in question.

Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to Contractor taking possession of said property.

SECTION 4.15. WARRANTY.

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City's acceptance of Work (see Section 7.22, "Final Acceptance and Notice of Completion", of these General Conditions) and subject to the terms of

Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor's work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, "Warranty Work", of these General Conditions.

ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF THE CITY.

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

The City reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor's work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.

Other contractors and other forces, including the City and/or adjacent property owners, may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If Contractor's work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against the City other than for an extension of time (see Section 7.18, "Extension of Time", of these General Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

SECTION 5.09. CONTRACTOR'S EQUIPMENT.

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

SECTION 5.10A. Submittals – General.

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the City's sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

SECTION 5.10B. Resubmittals.

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

SECTION 5.10C. Submittals Containing Proprietary Information.

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor,

Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by Contractor.

SECTION 5.10D. Electrical, Instrumentation, Control, and Communication Systems.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

SECTION 5.10E. Operation and Maintenance (O&M) Submittals.

For use in subsequent maintenance and operations, Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists

- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

SECTION 5.12. SURVEYS.

SECTION 5.12A. Surveys.

Except as set forth in this Section or in the Special Provisions, Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of Contractor shall be replaced at Contractor's expense.

Contractor's surveys also shall include, without limitation, the following surveys:

5.12A.1 Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5.12A.2 Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

SECTION 5.12B. Survey Monuments.

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by Contractor shall be reset by the City or Contractor at

Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that Contractor provide all surveys, Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

SECTION 5.12C. Documentation.

Contractor shall furnish the City with one (1) copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

Contractor shall prepare, maintain and submit Record Drawings as specified in Article 11 of these General Conditions. Contractor's land surveyor is to affix its signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

Contractor shall submit survey Record Drawings before final completion.

SECTION 5.13. RESPONSIBILITY FOR ACCURACY.

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

SECTION 5.14. DUTIES AND POWERS OF INSPECTORS.

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager, Engineer, Architect or

Consulting Engineer shall be final, subject to the disputes procedures in Article 9, "Changes and Claims", of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer's instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested in writing at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

SECTION 5.15. INSPECTION.

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation,

manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP.

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.

SECTION 5.17. SUBSTITUTIONS.

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

SECTION 5.17A. Written Request.

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

SECTION 5.17B. Documentation.

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract

shall be furnished. Acceptance of substitution by the City shall not relieve Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by Contractor without additional cost to the City. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

SECTION 5.18. PREPARATION FOR TESTING.

Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

SECTION 5.19. MATERIALS SAMPLING AND TESTING.

Materials to be used in the Work will be subject to sampling and tests by the City. Contractor shall furnish the City with a list of Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California Agency, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of Contractor and furnished by Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. Contractor shall pay the cost of the first retest and any

subsequent retest of any area or material. The City will secure and test samples whenever necessary.

SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT.

SECTION 5.20A. Sources of Supply.

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

SECTION 5.20B. Plant Inspection.

The City assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

SECTION 5.21. PROVISIONS FOR EMERGENCIES.

The City may provide necessary labor, material and equipment to correct any emergency resulting from Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK.

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, "Deductions for Imperfect Work", of these General Conditions.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, "Delays", of these General Conditions. Such suspension shall not relieve Contractor of Contractor's responsibilities as described in the Contract.

SECTION 5.25. TERMINATION.

SECTION 5.25A. Reasons for Termination.

The City reserves the right to terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for any of the reasons listed below.

SECTION 5.25A.1. Termination for Convenience.

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

SECTION 5.25A.2. Termination for Cause.

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify Contractor and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

SECTION 5.25B. Termination After Contract Time.

In addition to any other rights it may have, the City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the work at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

SECTION 5.25C. Notice of Termination; City Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has

been terminated and/or that Contractor's right to proceed and/or control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.
6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.
7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

SECTION 5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor's control over the Work. The amount may include those items specified in Article 9, "Changes and Claims", of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and

indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, "Changes and Claims", of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

SECTION 5.25E. Completion Not a Waiver of City Rights.

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

SECTION 5.25F. Survival of Obligations.

No termination of this Contract or of Contractor's right to proceed and/or control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Public Contract Code sections 4100 *et seq.*

ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

SECTION 6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency, or as approved by the City.

SECTION 6.02B. Prevailing Wages.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor's. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to the City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to

this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

SECTION 6.02C. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

SECTION 6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his or her deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to

cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.02E. Nondiscrimination.

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

SECTION 6.02F. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor.

Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

SECTION 6.02G. Workers' Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

SECTION 6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

SECTION 6.02I. Reporting Requirements and Sanctions.

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List of Subcontractors

A list is required from Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format in the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (1) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

A Fringe Benefit Statement is required from Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If Contractor fails to comply with the provisions of this Section, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS.

Contractor shall comply with all requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed. Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

SECTION 6.04. USE OF PESTICIDES.

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH.

Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is

not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve Contractor of this responsibility.

SECTION 6.06. INDEMNIFICATION.

SECTION 6.06A. Contractor's Performance.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of

Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

SECTION 6.06B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective

upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two business days after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.

Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.10. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor's surety of their responsibilities under the Contract.

SECTION 6.11. ASSIGNMENT OF MONIES.

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if Contractor defaults.

SECTION 6.12. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor's use of Subcontractors in any way alter the position of Contractor or Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at Contractor's risk.

SECTION 6.14. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in

connection with performing the Work. Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

SECTION 6.15. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

SECTION 6.17. GENERAL SAFETY REQUIREMENTS.

SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring

against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

SECTION 6.17B. 24-Hour Contact Information.

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

2. Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

SECTION 6.17C. Protection and Repair of Work.

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing

adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

SECTION 6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

SECTION 6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

SECTION 6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

SECTION 6.17G. Not Used.

SECTION 6.17H. Security of the Site.

SECTION 6.17(I). Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

SECTION 6.17J. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

SECTION 6.17K. Work on Private Property.

Contractor must obtain written permission from the City of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.17L. Not Used.

SECTION 6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City may do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for the City to take this action.

SECTION 6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify the City, and thereafter shall comply with any instructions issued by the City.

SECTION 6.17(O). Work During Hours of Darkness.

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.

SECTION 6.18A. Public Convenience.

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

SECTION 6.18B. Pedestrian and Bicyclist Access.

Contractor shall not block the movement of pedestrian or bicycle traffic. Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by

providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

SECTION 6.18C. Written Notification To Residences and Businesses.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

SECTION 6.18D. Access To Driveways, Houses and Buildings.

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

SECTION 6.18E. Property Damage.

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of any third-party claims received by the City relating to this Contract.

Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of Contractor with respect to such third-party claims.

SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.

Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

SECTION 6.18H. Work On Private Property.

Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.18(I). Hazardous Conditions Created.

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.

SECTION 6.19A. General.

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

SECTION 6.19B. Responsibility For Safety.

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

SECTION 6.19C. Passage of Emergency Vehicles.

Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.

Appropriate traffic control shall be furnished by Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.

Should Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by Contractor or deducted from the progress payment. If Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

SECTION 6.19F. Competent Flaggers.

Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA regulations and shall be prepared to provide verification of such training to the City when requested.

SECTION 6.19G. Construction Signs.

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

SECTION 6.19H. Temporary Bridging of Excavations and Trenches.

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete "cutback" shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8") plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete "cutback" or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless Contractor provides a temporary surface suitable for driving consisting of at least two inches (2") of plant mix asphalt over six inches (6") of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

SECTION 6.19(I). Entering and Leaving the Construction Zone.

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment operators shall yield to public traffic.

SECTION 6.19J. Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings.

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by Contractor at Contractor's expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, Contractor shall control traffic by use of flaggers as directed by the City. "STOP" signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by Contractor and shall not be removed or altered without City approval.

SECTION 6.19K. Bus Stops.

If construction operations will obstruct a bus stop, Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

SECTION 6.19L. Dust.

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

SECTION 6.19M. Removal of Spillage From Roadway.

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

SECTION 6.20. CONFINED SPACES.

SECTON 6.20A. Contractor Responsibilities and Qualifications.

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Condtions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall

also provide all monitoring, safety, and communications equipment required for confined space operations.

SECTION 6.20B. City Responsiblities for Permit Confined Spaces.

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space Contractor anticipates entering.

- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section 6.20.

SECTION 6.20C. Existing Sewers and Storm Drains.

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

SECTION 6.20D. Joint City – Contractor Entries.

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).

SECTION 6.21A. Traffic Pattern Changes.

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure

by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

SECTION 6.21B. Traffic Control Plans (TCP).

Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

SECTION 6.22. BARRICADING OPEN TRENCHES.

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Conditions.

SECTION 6.23. EXISTING UTILITIES.

SECTION 6.23A. General.

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

SECTION 6.23B. Maintenance and Protection.

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with the individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost. "Existing utilities" includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

SECTION 6.23C. Exact Locations Unknown.

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, "Changes and Claims", of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, "Changes and Claims", of these General Conditions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, "Excusable Delays", of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the utility district(s) to provide for the removal or relocation of existing utilities.

SECTION 6.23D. Underground Service Alert (USA).

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification ("Ticket") number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, Contractor shall contact U.S.A.to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by

Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

SECTION 6.23E. Damage to Existing Utilities.

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

SECTION 6.23F. Markings.

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S	Sewer

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
	D	Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

SECTION 6.24. EXCAVATION AND TRENCH SAFETY.

SECTION 6.24A. Permit.

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 2, Sections 341, 341.1 and following, and Title 8, Article 6, 1539 "Permits" of the Construction Safety Orders, for all excavations five feet (5') or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

SECTION 6.24B. Shoring, Bracing. Shielding, and Sheeting.

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5') or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, "Definitions," shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of

identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

SECTION 6.25. OVERLOADING.

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage.

SECTION 6.26. PRESERVATION OF PROPERTY.

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.

The review or approval by the City of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

SECTION 6.30. CONFLICT OF INTEREST.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 6.31. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. BEGINNING OF WORK.

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION.

Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown,

or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

SECTION 7.04A. Superintendence.

Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever Contractor or Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until Contractor or Contractor's superintendent arrives.

SECTION 7.04B. Labor.

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

SECTION 7.04C. Equipment and Methods.

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5.09, "Contractor's Equipment", of these General Conditions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order Contractor to modify Contractor's facilities or methods. Contractor shall promptly comply with such orders at Contractor's expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

SECTION 7.05. SCHEDULES.

Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7.05 and Section 5.10, "Contractor's Submittals", of these General Conditions, which shall illustrate Contractor's planned schedule for carrying out the Work

and completing the Work within the Contract Time. Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the Project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to submit any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

SECTION 7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic, native format and PDF.

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity

- Activity description

- Activity relationships and dependencies (logic)
- Activity duration in Working Days
- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

SECTION 7.05B. Progress Schedules.

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

2. Actual start/finish dates for activities as appropriate.

3. Identification of processing errors, if any on the previous update reports.

4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

SECTION 7.05C. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18, "Extension of Time", of these General Conditions showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7.12, "Delays" and 7.18, "Extension of Time", of these General Conditions. No additional cost beyond that provided in Article 9, "Changes and Claims", of these General Conditions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should Contractor, after the City's approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date

of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

SECTION 7.05D. Short Interval Schedules.

Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

SECTION 7.05E. Float.

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and Contractor. Neither the City nor Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

SECTION 7.05F. City's Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort. It is not the the City's responsibility to ensure Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of Contractor will be reimbursed per the provisions of Article 9, "Changes and Claims", of these General Conditions, provided that Contractor has not contributed to the delay which the City is seeking to overcome. If Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a

waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

SECTION 7.05G. Responsibility for Completion.

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to ensure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

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

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or City employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

SECTION 7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

SECTION 7.08B. Off-Period Work.

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

SECTION 7.08C. Emergency Repairs.

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of Contractor's repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

SECTION 7.08D. Revocation of Permission For Off-Period Work.

The City may revoke permission for off-period work if Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

SECTION 7.08E. Working Shifts.

Two- or three-shift operations may be established as a regular procedure by Contractor upon written permission from the City. Such permission may be revoked if Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

SECTION 7.09. TEMPORARY FACILITIES AND SERVICES.

Unless specified otherwise in the Contract Documents, Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT.

When requested by the City, Contractor shall submit properly authenticated proof of Contractor's compliance with the Contract.

SECTION 7.12. DELAYS.

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

SECTION 7.12A. Inexcusable Delays.

Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for the City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or Subcontractors.

SECTION 7.12B. Excusable Delays.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, "Archeological and Cultural Resources", of these General Conditions. Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

SECTION 7.13. NOTICE OF DELAYS.

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or

excusable, its duration, and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18 of these General Conditions that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excuseable delay affects other schedule activities and the critical path.

All delays shall be deemed inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY.

If Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, Contractor shall have no claim for damages or time extensions.

SECTION 7.15. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City's rights under the Contract.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

SECTION 7.18. EXTENSION OF TIME.

Subject to the provisions of Section 7.12B, compliance with the required contractual notice provisions in Section 7.13, and subject to submission of a Time Impact Analysis

(TIA) in accordance with this Section 7.18 showing the impact on the critical path of the event giving rise to an excusable delay, Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7.12 to Section 7.17 of these General Conditions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9.11, "Time Extensions for Changes", of these General Conditions. During such time extension, Contractor will not be charged for extra engineering and inspection or liquidated damages.

Contractor shall provide the City with 3 copies of any TIA. Contractor's TIA shall include both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIA's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable the City to evaluate the impact of changed work to the scheduled critical path. Contractor is responsible for all costs associated with the preparation of TIAs, and the process of incorporating TIAs into the current schedule update.

If the time extension is compensable, the Contract Sum will be adjusted as set forth in Section 9.09 of these General Conditions.

SECTION 7.19. SUBSTANTIAL COMPLETION.

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant Substantial Completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

SECTION 7.20. CLEANING UP.

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.

Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 7.23. WARRANTY WORK.

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements

at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for the City's work.

ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

SECTION 8.01A. Unit Price Contracts.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, "Contract Change Order", of these General Conditions.

SECTION 8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

SECTION 8.01C. Payment for Mobilization.

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 site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of

all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, "Retention", of these General Conditions.

SECTION 8.02. SCOPE OF PAYMENT.

SECTION 8.02A. General.

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

SECTION 8.02B. Unit Price Contract.

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, "Payment for Changes – Unit Prices", in these General Conditions.

SECTION 8.02C. Lump Sum or Job Contract.

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

SECTION 8.02D Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, "Final Pay Item Quantities", of the State Specifications.

SECTION 8.02E. Allowances.

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to

any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

SECTION 8.02F. Payment for Material Not Incorporated in the Work.

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If the City occupies or uses a portion of the Project under Section 4.13, "Use of Completed Portions", of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. PROGRESS PAYMENT PROCEDURES.

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then the City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. The City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any progress payment and may withhold as much payment as necessary to correct the error in later progress payments.

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 8.07. RETENTION.

SECTION 8.07A. Retention to Ensure Performance.

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices and full amount of liquidated damages.

SECTION 8.07B. Non-Compliance.

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

SECTION 8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.22, "Right to Retain Imperfect Work", of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City incur actual and/or liquidated damages;

- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by the City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and the City that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both

Contractor and Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after Contractor returns

the approved final payment request or statement of exceptions to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9.18, "Engineer's Decision", of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.

If Contractor fails to timely submit a statement of exceptions, Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability

on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

SECTION 8.13. DISPUTED PAYMENTS.

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, "Changes and Claims", of these General Conditions. The decision of the City will be final.

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. AUTHORITY FOR CHANGES.

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

SECTION 9.02. ORDERING OF CHANGES.

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4.06, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

SECTION 9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP.

SECTION 9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to Contractor.

SECTION 9.03C. Submittal.

Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.
        - Unit prices of materials and equipment.
        - Labor hours and rates for installation.

- Subcontractor and prime Contractor markups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9.03E, "Sharing Provisions and Formula," of these General Conditions.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

> "This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for Contractor's cost of developing the CICP.

SECTION 9.03D. Acceptance.

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

SECTION 9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

> Net Capital Savings = Contract Cost Prior to CICP – (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9.11, "Time Extension for Changes", of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Upon request by the City, Contractor shall provide the following information to support its submitted costs:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.

3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees base rate and Contractor's contributions for fringe benefits, subsistence and travel.
9. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
10. Invoices for all rental equipment.
11. Other information, as required, to document the labor, equipment and materials used.

Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, "Access to Records", of these General Conditions.

SECTION 9.06. ACCESS TO RECORDS.

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and electronic and/or paper copies at the City's cost.

SECTION 9.07. PAYMENT FOR CHANGES.

The method of payment agreed upon by Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

SECTION 9.07A. Lump Sum Price.

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and

any surcharges and/or markups as allowed in Section 9.08, "Markups for Changed Work" in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

SECTION 9.07B. Unit Prices.

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

SECTION 9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, "Labor", 9.07C.2, "Materials", and 9.07C.3, "Equipment"; plus the percentages stipulated in Section 9.08, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWR's in preparing billings for force account work.

SECTION 9.07C.1. Labor.

Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, Contractor will receive no additional

compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

SECTION 9.07C.1(a). Actual Wages.

Charges for labor will be Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

SECTION 9.07C.1(b). Labor Surcharge.

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

SECTION 9.07C.1(c). Subsistence and Travel.

The City will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

SECTION 9.07C.2. Materials.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.

SECTION 9.07C.3. Equipment.

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, Contractor shall be paid such rental rates as are agreed upon by Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source

and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.07C.4. Subcontracts.

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, "Markups for Changed Work", of these General Conditions.

SECTION 9.08. MARKUPS FOR CHANGED WORK.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.

Payments will be made as follows for compensable excusable delays, as defined in Section 7.12B, "Excusable Delays", of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

SECTION 9.09A. Construction Equipment.

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates", with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

SECTION 9.09B. Jobsite Indirect Costs.

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, "Markup for Compensable Excusable Delays", of these General Conditions.

SECTION 9.09C. Markup for Compensable Excusable Delays.

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, "Archeological and Cultural Resources", of these General Conditions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

SECTION 9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that Contractor has investigated

all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City's determination will be final.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, "Prosecution of Changes to the Contract", of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule and shall be supported by a Time Impact Analysis under Section 7.18, "Extension of Time", of these General Conditions. Failure to request a time extension within the time allowed constitutes a waiver of Contractor's right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties' obligations under the Contract.

SECTION 9.13. CONTRACT CHANGE ORDER.

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Contract Sum and Contract Time.

SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

SECTION 9.17. SUBMISSION OF CLAIMS.

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

SECTION 9.17A. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with Contractor or is a lower tier subcontractor.

SECTION 9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written

request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

3. Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and Contractor.

4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City'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 receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the the City issues its written statement.

8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9. If mediation is unsuccessful, then Contractor 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 with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section 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.

10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

11. Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

    a. 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 (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

    b. The parties stipulate that the arbitrator shall be experienced in construction law and 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.

    c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving

an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.17C. Documentation of Claims by Contractor.

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on the City's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for the City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to the City for three (3) times the amount of

damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

SECTION 9.18. ENGINEER'S DECISION.

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

SECTION 9.22. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE

SECTION 10.1. DUST CONTROL.

SECTION 10.1A. General.

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

SECTION 10.1B. Dust Palliative.

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

SECTION 10.1C. Measurement and Payment.

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

SECTION 10.2. AIR POLLUTION CONTROL.

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

SECTION 10.03. BURNING.

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.

SECTION 10.04A. General.

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall

protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

SECTION 10.04B City Requirements.

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor's failure to prepare and implement a program nor for any delays as a result of City review.

SECTION 10.04C. Regulations, Ordinances, Permits, and Specifications.

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to

erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions.)

SECTION 10.04D. Storm Water Pollution Prevention Plan.

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

SECTION 10.04E. Erosion and Sediment Control Plan.

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail

to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

SECTION 10.04F. Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

SECTION 10.04G. Compliance.

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely

responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8.8, "Withholdings/Denials of Progress Payment Requests", of these General Conditions.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8.8, of these General Conditions.

SECTION 10.4H. Payment.

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

SECTION 10.05. CONTROL OF WATER IN THE WORK.

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

SECTION 10.06. NOISE CONTROL.

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.

SECTION 10.07A. Contaminated or Hazardous Materials.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

SECTION 10.07B. Hazardous Environments.

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

SECTION 10.08. USE OF EXPLOSIVES.

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

SECTION 10.09. SANITARY REGULATIONS.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES.

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7.12B, "Excusable Delays", of these General Conditions.

SECTION 10.11. PROTECTION OF EXISTING TREES.

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree's health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2") in diameter shall be pruned by a Certified Arborist.

ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

SECTON 11.01. GENERAL.

Preconstruction photographs will only be required when specified in the Special Provisions.

Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.

Preconstruction digital photographs shall be taken by Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

SECTION 11.03. RECORD DRAWINGS.

Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of

all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

SECTION 11.04. MEASUREMENT AND PAYMENT.

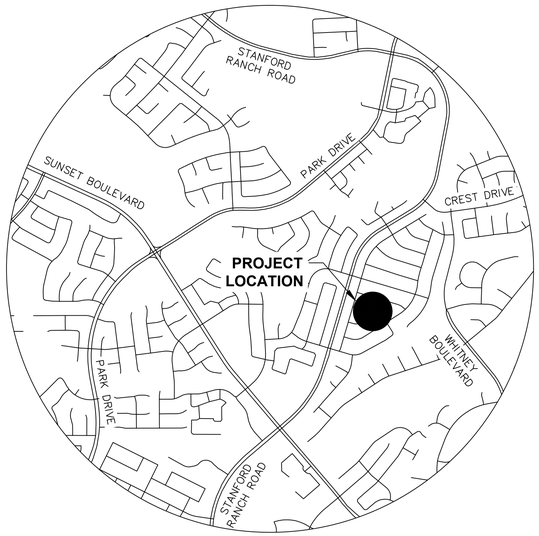
When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

END OF SECTION

THE BLUFFS PHASE II
PAVEMENT REHABILITATION

CITY OF ROCKLIN
PLACER COUNTY, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT



VICINITY MAP

PROJECT LOCATION MAP



SHEET INDEX

DWG NO.	SHT NO.	DWG NAME
1	T-01	TITLE SHEET
2	T-01	GENERAL NOTES
3	D-01	DETAILS
4	C-01	CIVIL PLAN – PORTSMOUTH STREET, LELAND STREET, TERRACE PLACE
5	C-02	CIVIL PLAN – STONEY ROAD
6	C-03	CIVIL PLAN – SUMMIT DRIVE
7	C-04	CIVIL PLAN – TERRACE DRIVE
8	ST-01	STRIPING PLAN – PORTSMOUTH STREET, LELAND STREET, TERRACE PLACE
9	ST-02	STRIPING PLAN – STONEY ROAD
10	ST-03	STRIPING PLAN – SUMMIT DRIVE
11	ST-04	STRIPING PLAN – TERRACE DRIVE

CITY OF ROCKLIN PUBLIC WORKS DEPARTMENT	
APPROVED BY:	
DIRECTOR	DATE
SOUTH PLACER MUNICIPAL UTILITY DISTRICT	
APPROVED BY:	
DISTRICT ENGINEER	DATE
PLACER COUNTY WATER AGENCY	
APPROVED BY:	
DISTRICT ENGINEER	DATE

UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
U.S.A.	--	--	(800) 642-2444
GAS & ELECTRICITY	P.G. & E.	KEVIN MEYERS	(916) 384-8092
WATER	PCWA	RICHARD WIRTH	(530) 823-4886
SEWER	SPMUD	CARIE HUFF	(916) 786-8555
DRAINAGE	CITY OF ROCKLIN	RICK LAWRENCE	(916) 625-5521
TRAFFIC SIGNALS	CITY OF ROCKLIN	ANDREW LINDNER	(916) 625-5520
TELECOM	ASTOUND	FRANK BARGIEL	(916) 315-3203
TELECOM	ATT	LEE NIETO	(916) 484-2384
TELECOM	CONSOLIDATED	LARRY MONTGOMERY	(916) 786-1217

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME: THE BLUFFS PHASE II PAVEMENT REHABILITATION
DRAWING NAME: TITLE SHEET
ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHRIS LADENDORF
No. 82414
3-31-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: NONE
DATE: 3/23/26
CITY PROJECT NO.: 03172026
SHEET NO.: T-01
DRAWING: 1 OF 11

PROJECT NOTES:

1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER, OR ENGINEER.

2. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE/SHE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THIS PLAN. CALL "UNDERGROUND SERVICE ALERT" A MINIMUM OF 48 HOURS IN ADVANCE, NOT INCLUDING THE DATE OF NOTIFICATION, AT 811 OR (800) 227-2600 PRIOR TO ANY EXCAVATION.

3. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH THE CONTRACTOR MAY DISCOVER, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATIONS OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT TO THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.

5. PLACER COUNTY WATER AGENCY AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT REQUIRE AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE, NOTICE SHALL BE GIVEN AT LEAST 48 HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.

6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.

9. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES INVOLVED IN THE DEVELOPMENT PRIOR TO BEGINNING OF WORK.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND/OR OTHER SURVEY MONUMENTS AND SHALL NOTIFY THE CITY OF ROCKLIN'S DEPARTMENT OF PUBLIC SERVICES OF ANY DAMAGED OR REMOVED CITY, STATE, OR BUREAU MONUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED MONUMENTS.

STREETS

1. PLACEMENT OF PROPOSED PUBLIC IMPROVEMENTS AND PROPOSED ONSITE IMPROVEMENTS SHALL NOT BE LIMITED TO THESE PLANS, BUT BE BUILT IN ACCORDANCE WITH THE CITY OF ROCKLIN'S IMPROVEMENT STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER.

STREETS (CONT'D)

2. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT THE CENTER OF ALL CURB RETURNS.

3. ALL UTILITY TRENCHING TO BE DONE AS PER TRENCH DETAILS.

4. CONSTRUCT MONUMENT BOXES PER CITY OF ROCKLIN IMPROVEMENTS, STANDARD DRAWING 3-34.

5. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK TO ASSURE THAT ALL UNDERGROUND CONDUITS AND UTILITIES ARE INSTALLED PRIOR TO PAVING. ALL PIPE IN PAVED AREAS SHALL BE PLACED PRIOR TO PLACING AGGREGATE BASE. NO CURB, GUTTER, SIDEWALK, OR AGGREGATE BASE SHALL BE PLACED UNTIL ALL UNDERGROUND UTILITIES ARE INSTALLED.

6. EXISTING A.C. SURFACE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE AND VERTICAL EDGE OF GUTTER LIP SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE CONTRACTOR SHALL PREVENT SAW CUT MATERIAL FROM ENTERING DRAINAGE STRUCTURES, WATERWAYS, DRAINAGE SWALES, ETC.

7. TRAFFIC CONTROL PROCEDURES SHALL CONFORM TO THE MOST RECENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF ROCKLIN FOR THE METHOD OF TRAFFIC CONTROL PRIOR TO STARTING CONSTRUCTION.

EARTHWORK AND GRADING

1. THE CONTRACTOR SHALL CONTACT THE CITY OF ROCKLIN'S PUBLIC SERVICES DEPARTMENT 48 HOURS PRIOR TO THE START OF EARTHWORK AND GRADING CONSTRUCTION.

2. GRADING SHALL NOT OCCUR ON THE PROJECT AREA UNTIL ALL EXISTING UTILITIES, TREES, AND SENSITIVE AREAS TO BE SAVED ARE ADEQUATELY PROTECTED PER THE CITY OF ROCKLIN CONSTRUCTION SPECIFICATIONS.

3. ALL UNSUITABLE AND SURPLUS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS THE ENGINEER SPECIFIES OTHERWISE.

4. THE CONTRACTOR SHALL AT ALL TIMES CONFORM TO A DUST CONTROL PLAN. PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITY, A DUST CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. THE DUST CONTROL PLAN SHALL SPECIFY MEASURES TO REDUCE DUST POLLUTION DURING ALL PHASES OF CONSTRUCTION. AREAS SURROUNDING THE WORK SHALL BE KEPT CLEAN AND RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF CONTRACT. GRADING SHALL NOT OCCUR WHEN WIND SPEED EXCEEDS 10 MPH CONTINUOUSLY FOR MORE THAN 1 HOUR.

5. THE CONTRACTOR SHALL DO THE FOLLOWING IF GRADING AND CLEARING IMPROVEMENTS ARE INCOMPLETE BY OCTOBER 1ST:

   - INSTALL EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2% OR GREATER
   - PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA
   - GRADE GUTTER SAG POINTS TO DRAIN. PROVIDE FOR DRAINAGE FROM ENDS OF IMPROVEMENTS.
   - PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEM AND CLEAN PIPES AS PER SPECIFICATION SECTION SS62.
   - SEAL OFF ALL SANITARY SEWER CONNECTIONS TO EXISTING SYSTEMS

6. THE CONTRACTOR SHALL MAINTAIN WINTERIZATION FACILITIES AT ALL TIMES UNTIL THE CITY ACCEPTS THE ROAD IMPROVEMENTS.

7. THOSE ENGAGED IN CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CITY OF ROCKLIN'S CONSTRUCTION NOISE COMPATIBILITY GUIDELINES, INCLUDING RESTRICTING CONSTRUCTION NOISE GENERATING ACTIVITIES WITHIN OR NEAR RESIDENTIAL AREAS TO BETWEEN 7:00 A.M. AND 7:00 P.M. ON WEEKDAYS AND 8:00 A.M. AND 7:00 P.M. ON WEEKENDS TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR OR BUILDING OFFICIAL.

SEWER

1. ALL WORK PERTAINING TO THE SANITARY SEWER SYSTEM SHALL BE COMPLETED IN ACCORDANCE WITH THE SPMUD STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION.

SEWER (CONT'D)

2. THE CONTRACTOR SHALL NOTIFY SPMUD 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE (916) 786-8555.

3. THE CONTRACTOR SHALL PROVIDE SPMUD WITH 24-HOUR EMERGENCY CONTACT INFORMATION (NAME, TITLE, TELEPHONE NUMBER) PRIOR TO START OF WORK.

4. DEBRIS THAT ENTERS THE SEWER SYSTEM AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REMOVED, PER THE DIRECTION OF SPMUD, AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO CLEAN THE SYSTEM, OR A PORTION OF THE SYSTEM, AS INDICATED BY THE POST CONSTRUCTION CCTV INSPECTION, AFTER ALL OTHER WORK HAS BEEN COMPLETED.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING FLOWS AND SHALL BE LIABLE FOR ALL EXISTING SEWER FACILITIES WITHIN THE SCOPE OF THE PROJECT UNTIL ALL IMPROVEMENTS ARE COMPLETED.

6. THE CONTRACTOR SHALL ACCURATELY REFERENCE, MARK, AND DOCUMENT ALL SPMUD SEWER STRUCTURES, IN A WAY ACCEPTABLE TO SPMUD, PRIOR TO REMOVING CASTINGS, COVERS, ETC., IF APPLICABLE. REFERENCE MARKINGS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SEWER STRUCTURES SHALL BE MADE ACCESSIBLE AS SOON AS POSSIBLE AFTER CONSTRUCTION. IN SOME CASES, SPMUD MAY REQUIRE THAT MANHOLES BE KEPT ACCESSIBLE AT ALL TIMES. CASTINGS, COVERS, ETC. SHALL BE SET TO GRADE IN ACCORDANCE WITH CITY OF ROCKLIN STANDARDS.

7. ADJUSTING SEWER MANHOLES TO GRADE. GRADE RINGS SHALL TOTAL A MINIMUM OF 3-INCHES AND A MAXIMUM 11-INCHES IN HEIGHT. ANY MANHOLE THAT CANNOT BE SET TO GRADE IN ACCORDANCE WITH THIS STANDARD WILL REQUIRE A BARREL OR CONE SECTION REPLACEMENT TO ACHIEVE PROPER GRADE.

8. IMMEDIATELY PRIOR TO COMMENCEMENT OF SLURRY SEAL OPERATIONS, ALL SEWER MANHOLES, BOXES, AND MISCELLANEOUS FRAMES SHALL BE PROTECTED BY THOROUGHLY COVERING THE SURFACE WITH AN APPROPRIATE ADHESIVE OF PAPER OR PLASTIC. DIESEL SHALL NOT BE UTILIZED AS A PROTECTIVE MEASURE. NO ADHESIVE MATERIAL SHALL BE PERMITTED TO COVER, SEAL, OR FILL THE JOINT BETWEEN THE FRAME AND COVER OF THE STRUCTURE. COVERS ARE TO BE UNCOVERED AND CLEANED OF SLURRY MATERIAL PRIOR TO OPENING THE ROAD TO TRAFFIC.

9. PRIOR TO REMOVING ANY FRAME AND COVER, A FALSE BOTTOM SHALL BE INSTALLED SPANNING ACROSS THE BENCH OF THE MANHOLE THAT PROHIBITS DEBRIS FROM ENTERING THE DISTRICT'S SEWER SYSTEM. FALSE BOTTOMS SHALL BE INSTALLED THAT ALLOW EXISTING FLOW TO REMAIN UNOBSTRUCTED.

10. ACCESS TO SEWER STRUCTURES AND FACILITIES SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION.

WATER FACILITIES

PLACER COUNTY WATER AGENCY INSPECTOR – PHONE (530) 823-4885 PCWA MAP NO._____ WATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S LATEST REVISED SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT PLACER COUNTY WATER AGENCY INSPECTOR FORTY-EIGHT (48) HOURS TO COMMENCEMENT OF INITIAL WATER LINE CONSTRUCTION, AND BY 7: 30 A.M. EACH DAY WORK ON WATER INSTALLATION OCCURS. CONFLICTS WITH OTHER IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF OTHERS.

THE CONTRACTOR IS HEREBY NOTIFIED, ACKNOWLEDGES AND AGREES THAT NO TRANSMISSION WATERLINE OUTAGES SHALL OCCUR DURING HIGH DEMAND PERIODS IN THE AGENCY'S WATER SYSTEM. ALL REQUESTS FOR TRANSMISSION WATERLINE OUTAGES SHALL BE RECEIVED BY THE AGENCY NO LESS THAN ELEVEN WORKING DAYS IN ADVANCE OF THE REQUESTED OUTAGE DATE. SPECIFIC RESTRICTIONS MAY BE IMPOSED ON THE DATE, TIME, AND DURATION OF ANY WATERLINE OUTAGES BETWEEN THE MONTHS OF JUNE AND SEPTEMBER. SPECIFIC OUTAGE RESTRICTIONS SHALL BE MADE AT THE SOLE DISCRETION OF THE AGENCY. THIS PROJECT IS UNDER ROCKLIN PRESSURE ZONE. TEST PRESSURE = 150 PSI OR 1.5 X WORKING PRESSURES, WHICHEVER IS GREATER

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED WS
DRAWN WS
CHECKED CL
APPROVED CL
INITIALS

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
GENERAL NOTES

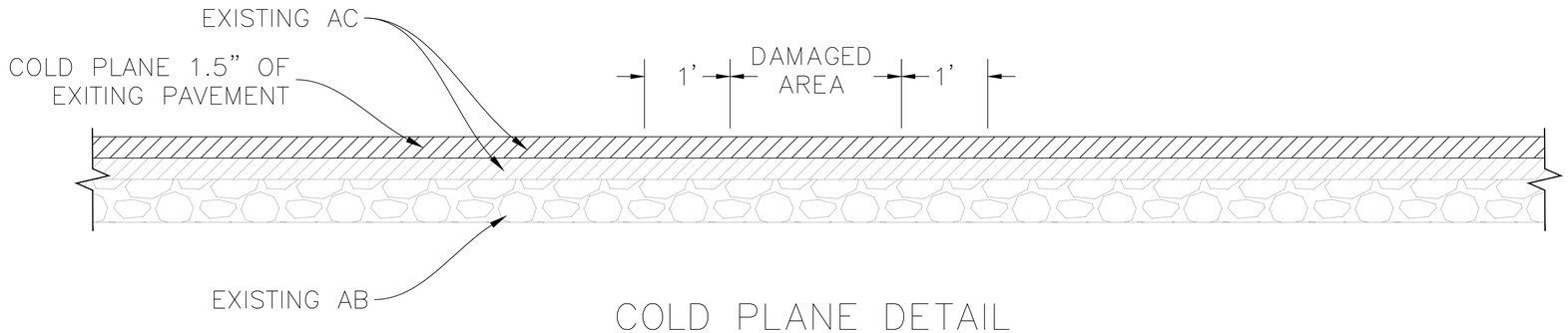
ROCKLIN COUNTY OF PLACER CALIFORNIA

CHRIS LADDON
No. 80474
EXP. 3-31-27
CIVIL
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER

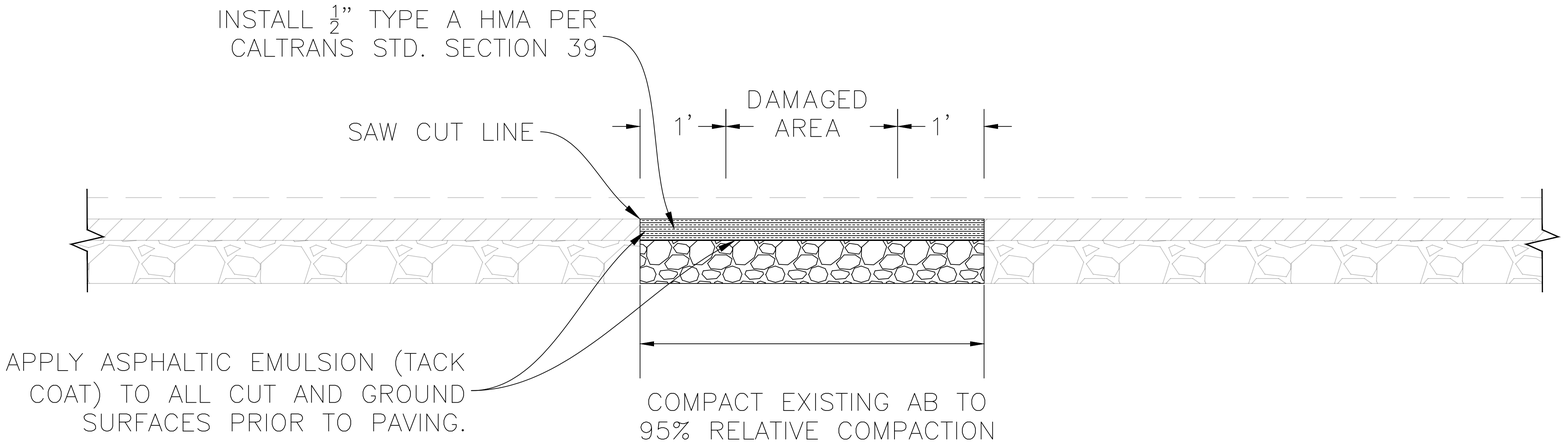
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

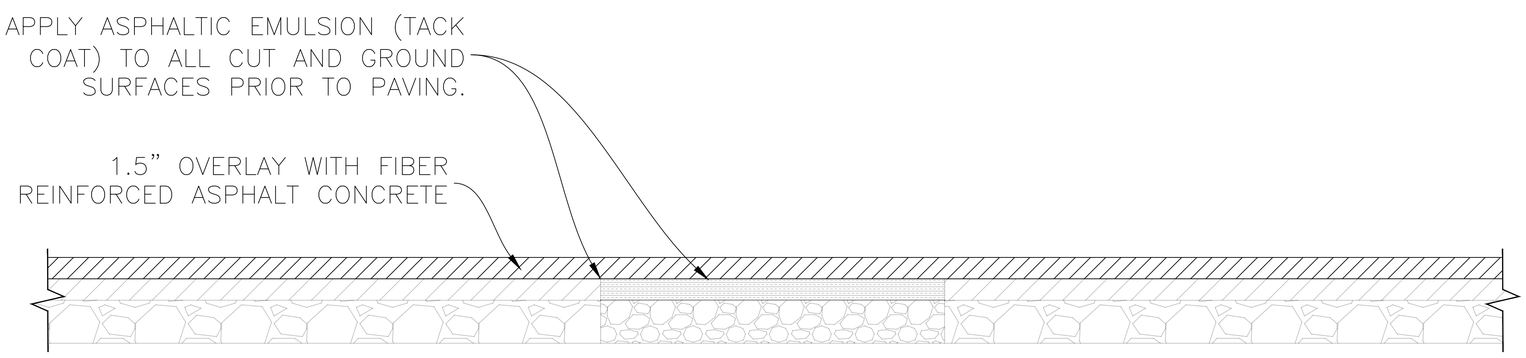
SCALE: CL
DATE: 3/23/26
CITY PROJECT NO.: 26172026
SHEET NO.: N-01
DRAWING: 2 OF 11



COLD PLANE DETAIL



CRACK REPAIR



OVERLAY DETAIL

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME: THE BLUFFS PHASE II PAVEMENT REHABILITATION

DRAWING NAME: DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REG. (EXPIRES PROFESSIONAL ENGINEER) CHRIS V. LADES NO. 18414 CIVIL STATE OF CALIFORNIA 3-31-27

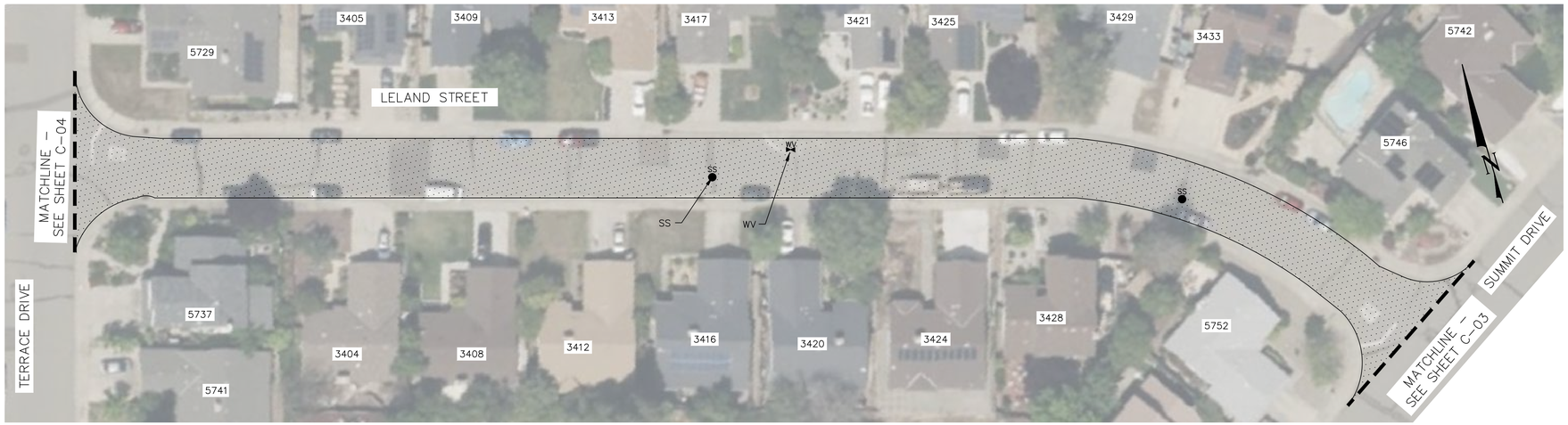
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

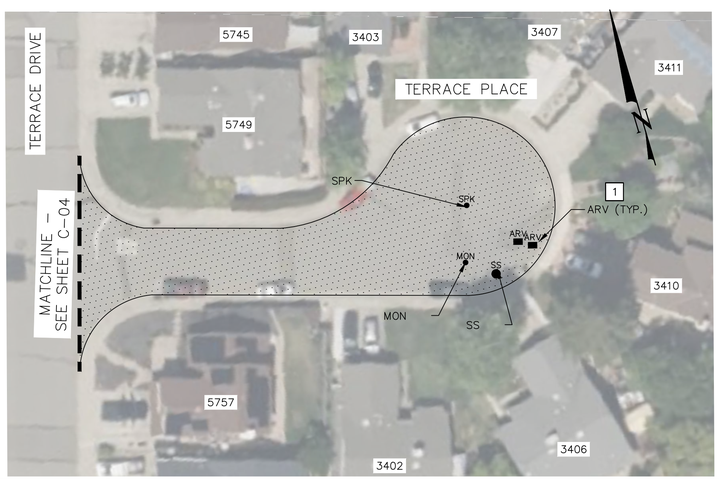
ROCKLIN CALIFORNIA

SCALE: CL
DATE: 3/23/26
CITY PROJECT NO.: 26172026
SHEET NO.: D-01
DRAWING: 3 OF 11

CA: 1-800-227-2600 CALL BEFORE YOU DIG USA UNDERGROUND SERVICE ALERT CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG







LEGEND:

- MATCHLINE
- LIMITS OF PAVEMENT REHABILITATION
- 1.5" COLD PLANE AC AND FIBER REINFORCED HMA OVERLAY
- WV — WATER VALVE
- ARV — AIR RELEASE VALVE BOX
- SD — STORM DRAIN MANHOLE
- SS — SANITARY SEWER MANHOLE
- MON — SURVEY MONUMENT
- SPK — SURVEY SPIKE

CONSTRUCTION NOTES:

1. LOWER (PRIOR TO COLD PLANING) AND RAISE (AFTER PLACEMENT OF PAVEMENT) FRAME AND COVER. ADJUST SURVEY MONUMENT BOX AND STORM DRAIN MANHOLE PER CITY OF ROCKLIN STANDARD DRAWING 3-9. SANITARY SEWER MANHOLE AND WATER FACILITIES TO BE ADJUSTED PER UTILITY OWNER STANDARDS.
2. RESET EXISTING SURVEY SPIKE AFTER PLACEMENT OF PAVEMENT.

PAVING AREA	
STREET NAME	AREA (SF)
PORTSMOUTH STREET	25,710
LELAND STREET	19,058
TERRACE PLACE	8,910

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

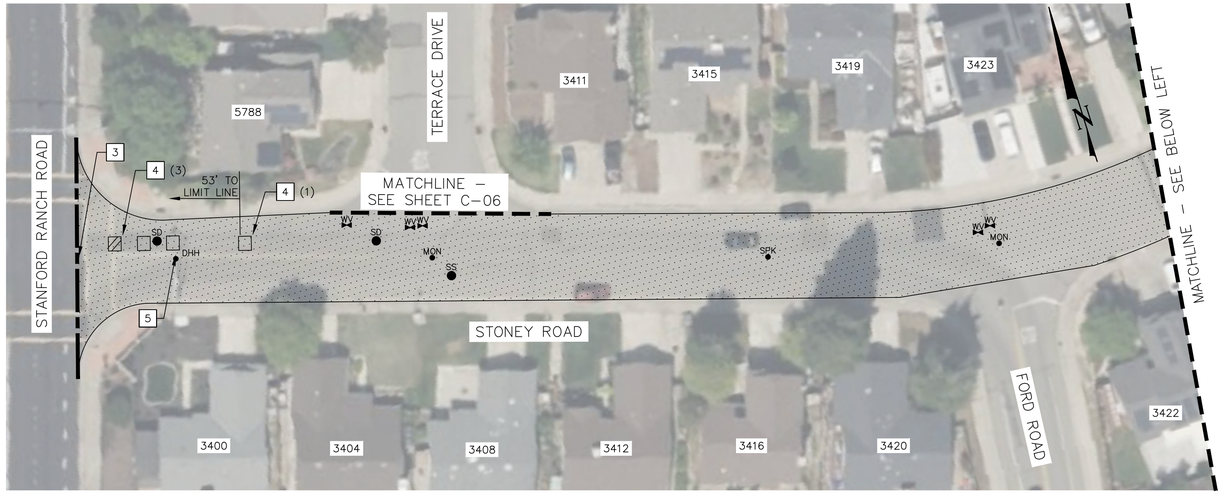
DRAWING NAME
CIVIL PLAN
PORTSMOUTH STREET, LELAND STREET, TERRACE PLACE
ROCKLIN COUNTY OF PLACER CALIFORNIA

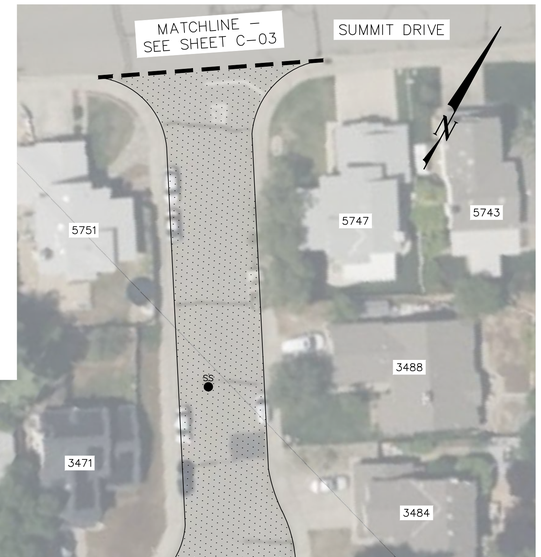
REGISTERED PROFESSIONAL ENGINEER
CHRIS J. LADENDORF
No. 18047
3-31-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 30'
DATE: 3/23/26
CITY PROJECT NO.: 03172026
SHEET NO.: C-01
DRAWING: 4 OF 11







CONSTRUCTION NOTES:

1. LOWER (PRIOR TO COLD PLANING) AND RAISE (AFTER PLACEMENT OF PAVEMENT) FRAME AND COVER. ADJUST SURVEY MONUMENT BOX AND STORM DRAIN MANHOLE PER CITY OF ROCKLIN STANDARD DRAWING 3-9. SANITARY SEWER MANHOLE AND WATER FACILITIES TO BE ADJUSTED PER UTILITY OWNER STANDARDS.
2. RESET EXISTING SURVEY SPIKE AFTER PLACEMENT OF PAVEMENT.
3. LIMITS OF PAVEMENT REHABILITATION.
4. REPLACE LOOP DETECTORS PER CITY OF ROCKLIN STANDARD DRAWING 8-5.
5. REPLACE DETECTOR HAND HOLE PER CALTRANS STANDARD PLAN ES-5D.

LEGEND:

- MATCHLINE
- LIMITS OF PAVEMENT REHABILITATION
- 1.5" COLD PLANE AC AND FIBER REINFORCED HMA OVERLAY
- TYPE D LOOP DETECTOR
- TYPE A LOOP DETECTOR
- WV — WATER VALVE
- ARV — AIR RELEASE VALVE BOX
- SD — STORM DRAIN MANHOLE
- SS — SANITARY SEWER MANHOLE
- MON — SURVEY MONUMENT
- SPK — SURVEY SPIKE
- DHH — DETECTOR HAND HOLE

PAVING AREA	
STREET NAME	AREA (SF)
STONEY ROAD	54,280

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME: THE BLUFFS PHASE II PAVEMENT REHABILITATION

DRAWING NAME: CIVIL PLAN – STONEY RD

ROCKLIN COUNTY OF PLACER CALIFORNIA

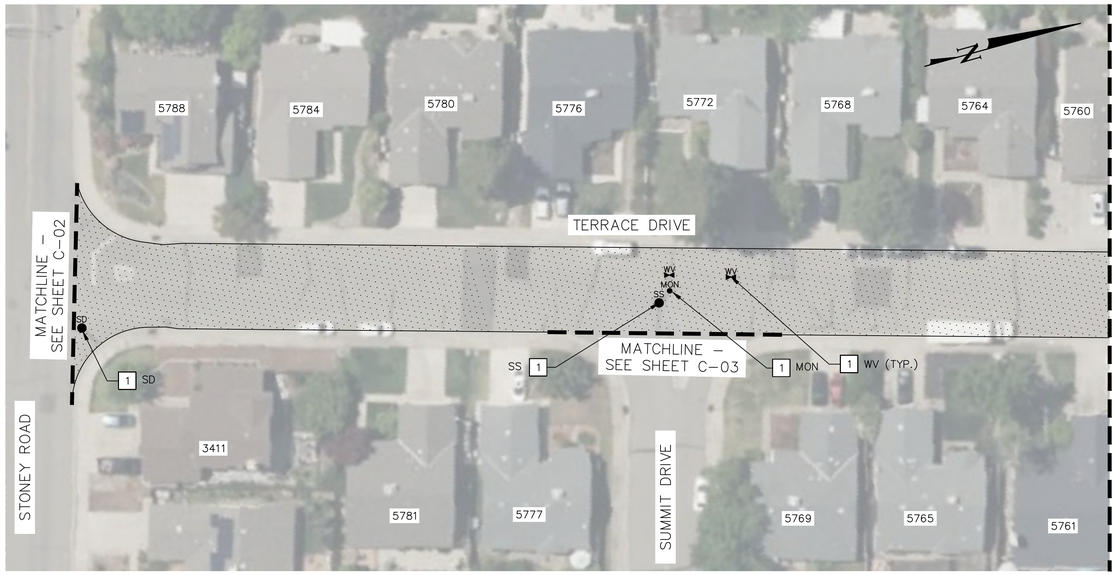
REGISTERED PROFESSIONAL ENGINEER
CHRIS S. LADENDORF
No. 80474
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

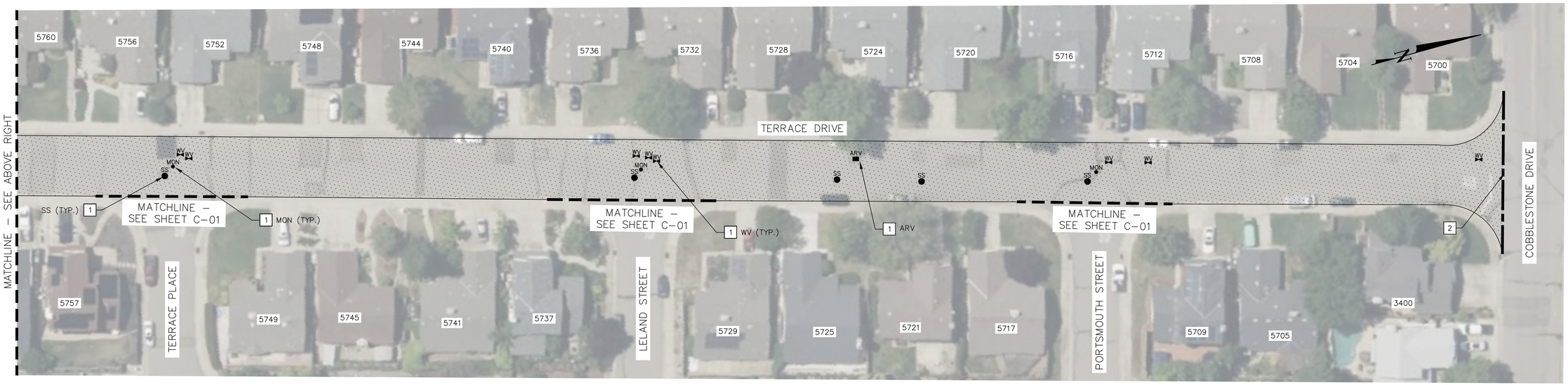
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:	1" = 30'
DATE:	3/23/26
CITY PROJECT NO.:	03172026
SHEET NO.:	C-02
DRAWING:	5 OF 11

© 2026 Microsoft Corporation





CONSTRUCTION NOTES:

1. LOWER (PRIOR TO COLD PLANING) AND RAISE (AFTER PLACEMENT OF PAVEMENT) FRAME AND COVER. ADJUST SURVEY MONUMENT BOX AND STORM DRAIN MANHOLE PER CITY OF ROCKLIN STANDARD DRAWING 3-9. SANITARY SEWER MANHOLE AND WATER FACILITIES TO BE ADJUSTED PER UTILITY OWNER STANDARDS.
2. LIMITS OF PAVEMENT REHABILITATION.

LEGEND:

- MATCHLINE
- LIMITS OF PAVEMENT REHABILITATION
- 1.5" COLD PLANE AC AND FIBER REINFORCED HMA OVERLAY
- WV — WATER VALVE
- ARV — AIR RELEASE VALVE BOX
- SD — STORM DRAIN MANHOLE
- SS — SANITARY SEWER MANHOLE
- MON — SURVEY MONUMENT
- SPK — SURVEY SPIKE

AC – CORE	
STREET NAME	AREA (SF)
TERRACE DRIVE	48,307

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600 CALL BEFORE YOU DIG USA UNDERGROUND SERVICE ALERT CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	
		INITIALS

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
CIVIL PLAN – TERRACE DR

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER CHRIS V. LADES JR. No. 18944 REN. 3-31-27 CIVIL STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 30'
DATE: 3/23/26
CITY PROJECT NO.: 03172026
SHEET NO.: C-04
DRAWING: 7 OF 11

AC – CORE	
STREET NAME	AREA (SF)
SUMMIT DRIVE	47,840

CONSTRUCTION NOTES:

1. LOWER (PRIOR TO COLD PLANING) AND RAISE (AFTER PLACEMENT OF PAVEMENT) FRAME AND COVER. ADJUST SURVEY MONUMENT BOX AND STORM DRAIN MANHOLE PER CITY OF ROCKLIN STANDARD DRAWING 3–9. SANITARY SEWER MANHOLE AND WATER FACILITIES TO BE ADJUSTED PER UTILITY OWNER STANDARDS.
2. LIMITS OF PAVEMENT REHABILITATION–THIS PROJECT. ADJACENT PAVEMENT REHABILITATION COMPLETED UNDER BLUFFS REHABILITATION PHASE I.
3. RESET EXISTING SURVEY SPIKE AFTER PLACEMENT OF PAVEMENT.

LEGEND:

- MATCHLINE
- LIMITS OF PAVEMENT REHABILITATION
- 1.5" COLD PLANE AC AND FIBER REINFORCED HMA OVERLAY
- WV — WATER VALVE
- ARV — AIR RELEASE VALVE BOX
- SD — STORM DRAIN MANHOLE
- SS — SANITARY SEWER MANHOLE
- MON — SURVEY MONUMENT
- SPK — SURVEY SPIKE



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED	WS	INITIALS
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME: THE BLUFFS PHASE II PAVEMENT REHABILITATION

DRAWING NAME: CIVIL PLAN – SUMMIT DR

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHRIS LADENDORF — No. 84474 — EXP. 3-31-27 — CIVIL — STATE OF CALIFORNIA

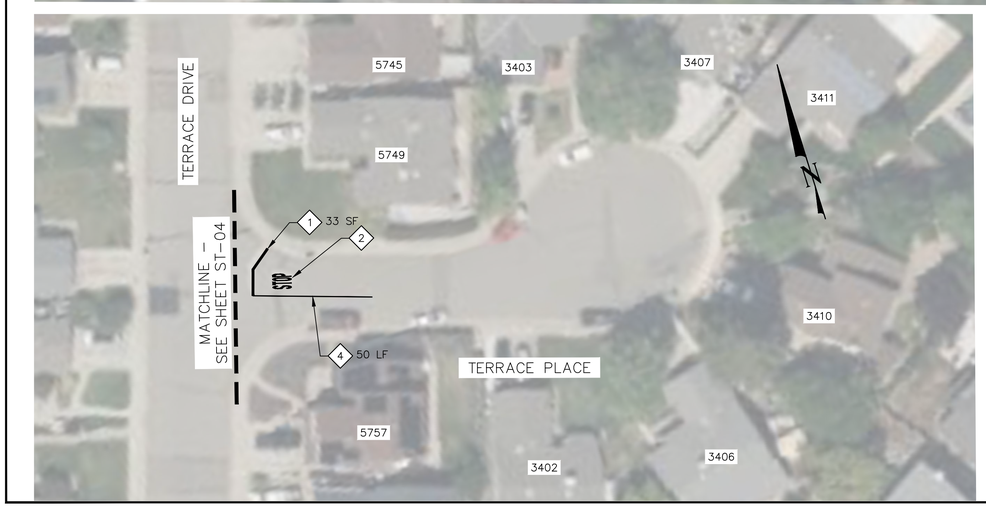
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:	1" = 30'
DATE:	3/23/26
CITY PROJECT NO.:	03172026
SHEET NO.:	C-03
DRAWING:	6 OF 11







GENERAL NOTES:

1. 4" SOLID YELLOW STRIPE, WHITE "STOP" MARKINGS, AND 12" LIMIT LINES SHALL CONFORM TO CITY OF ROCKLIN STANDARD DRAWING 3-31.
2. FIRE HYDRANT PAVEMENT MARKERS SHALL BE INSTALLED PERPENDICULAR TO THE HYDRANT AND OFFSET ONE FOOT FROM CENTERLINE TOWARDS THE HYDRANT.

STRIPING NOTES:

1. 12" LIMIT LINE
2. WHITE "STOP" MARKING
3. FIRE HYDRANT PAVEMENT MARKER
4. 4" SOLID YELLOW STRIPE

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
STRIPING PLAN – PORTSMOUTH ST, LELAND STREET AND TERRACE PLACE

ROCKLIN COUNTY OF PLACER CALIFORNIA

CHRIS LADENDORF
No. 80414
REG. EXP. 3-31-27
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:	1" = 30'
DATE:	3/23/26
CITY PROJECT NO.:	03192026
SHEET NO.:	ST-01
DRAWING:	8 OF 11



GENERAL NOTES:

1. 4" SOLID YELLOW STRIPE, WHITE "STOP" MARKINGS, AND 12" LIMIT LINES SHALL CONFORM TO CITY OF ROCKLIN STANDARD DRAWING 3–31.
2. FIRE HYDRANT PAVEMENT MARKERS SHALL BE INSTALLED PERPENDICULAR TO THE HYDRANT AND OFFSET ONE FOOT FROM CENTERLINE TOWARDS THE HYDRANT.
3. STRIPING DETAIL 22 SHALL BE 4" WIDE STRIPES.

STRIPING NOTES:

1. 12" LIMIT LINE
2. WHITE "STOP" MARKING
3. FIRE HYDRANT PAVEMENT MARKER
4. 4" SOLID YELLOW STRIPE
5. LIMITS OF PAVEMENT REHABILITATION
6. CENTERLINE DETAIL 22 PER CALTRANS STANDARD PLANS
7. 12" YELLOW CROSSWALK

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
STRIPING PLAN – STONEY RD

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHRIS LADENSON
No. 80474
EXP. 3-31-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:	1" = 30'
DATE:	3/23/26
CITY PROJECT NO.:	03172026
SHEET NO.:	ST–02
DRAWING:	9 OF 11



STRIPING NOTES:

1. 12" LIMIT LINE
2. WHITE "STOP" MARKING
3. FIRE HYDRANT PAVEMENT MARKER
4. 4" SOLID YELLOW STRIPE
5. LIMITS OF PAVEMENT REHABILITATION– THIS PROJECT. ADJACENT PAVEMENT REHABILITATION COMPLETED UNDER BLUFFS REHABILITATION PHASE I.

GENERAL NOTES:

1. 4" SOLID YELLOW STRIPE, WHITE "STOP" MARKINGS, AND 12" LIMIT LINES SHALL CONFORM TO CITY OF ROCKLIN STANDARD DRAWING 3–31.
2. FIRE HYDRANT PAVEMENT MARKERS SHALL BE INSTALLED PERPENDICULAR TO THE HYDRANT AND OFFSET ONE FOOT FROM CENTERLINE TOWARDS THE HYDRANT.

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
STRIPING PLAN – SUMMIT DR

ROCKLIN COUNTY OF PLACER CALIFORNIA

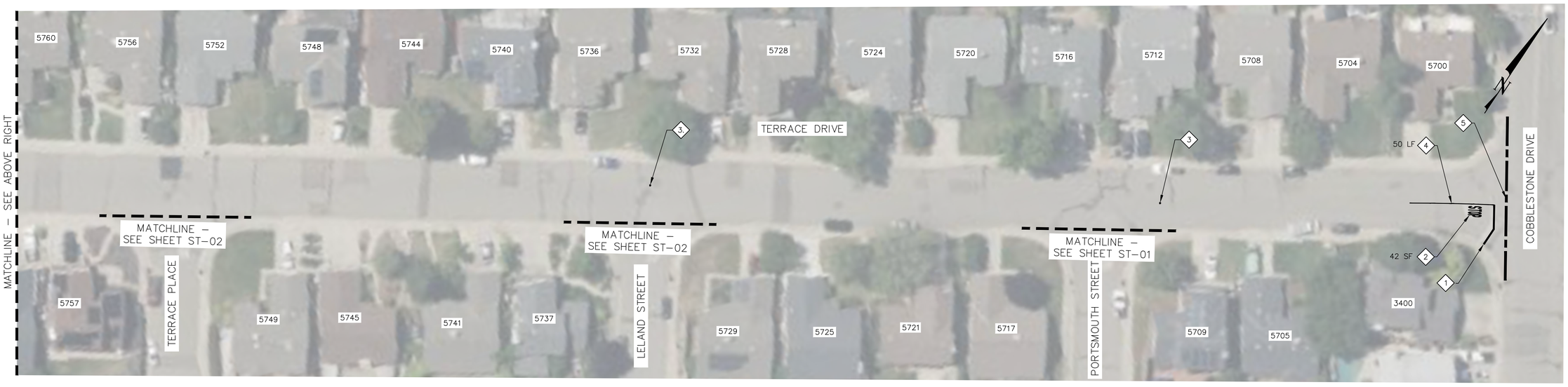
REGISTERED PROFESSIONAL ENGINEER
CHRIS LADEROUTE
No. 82474
3-31-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 30'
DATE: 3/23/26
CITY PROJECT NO.: 03172026
SHEET NO.: ST-03
DRAWING: 10 OF 11





GENERAL NOTES:

1. 4" SOLID YELLOW STRIPE, WHITE "STOP" MARKINGS, AND 12" LIMIT LINES SHALL CONFORM TO CITY OF ROCKLIN STANDARD DRAWING 3–31.
2. FIRE HYDRANT PAVEMENT MARKERS SHALL BE INSTALLED PERPENDICULAR TO THE HYDRANT AND OFFSET ONE FOOT FROM CENTERLINE TOWARDS THE HYDRANT.

STRIPING NOTES:

1. 12" LIMIT LINE
2. WHITE "STOP" MARKING
3. FIRE HYDRANT PAVEMENT MARKER
4. 4" SOLID YELLOW STRIPE
5. LIMITS OF PAVEMENT REHABILITATION–THIS PROJECT. ADJACENT PAVEMENT REHABILITATION COMPLETED UNDER BLUFFS REHABILITATION PHASE I.

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	WS	
DRAWN	WS	
CHECKED	CL	
APPROVED	CL	

PROJECT NAME
THE BLUFFS PHASE II
PAVEMENT REHABILITATION

DRAWING NAME
STRIPING PLAN – TERRACE DR

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHRIS S. LADENDORF
No. 80474
3-31-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:	1" = 30'
DATE:	3/23/26
CITY PROJECT NO.:	03172026
SHEET NO.:	ST–04
DRAWING:	11 OF 11

TABLE OF CONTENTS

1.00 GENERAL *4*
1.01 LOCATION *4*
1.02 DESCRIPTION OF PROJECT *4*
1.03 TIME OF COMPLETION *4*
1.04 LIQUIDATED DAMAGES *4*
1.05 INSURANCE REQUIREMENTS *4*
1.06 COORDINATION *4*
1.07 ORDER OF WORK *4*
1.08 HOURS OF WORK *5*
1.09 DUST CONTROL *5*
1.10 PUBLIC NOTIFICATION *6*
1.11 PUBLIC CONVENIENCE *6*
1.12 SUBMITTALS *6*
1.13 AS-BUILT PLANS *7*
1.14 PROJECT APPEARANCE *7*
1.15 STAGING AREA *8*
1.16 PROPERTY AND FACILITY PRESERVATION *8*
1.17 PRECONSTRUCTION PHOTOGRAPHS *8*
1.18 MEASUREMENT AND PAYMENT *8*
2.00 MOBILIZATION *9*
2.01 MEASUREMENT AND PAYMENT *9*
3.00 TRAFFIC CONTROL SYSTEM *10*
3.01 MATERIALS *10*
3.02 EXECUTION *10*
3.03 PUBLIC ACCESSIBILITY *11*
3.04 ON-STREET PARKING *13*
3.05 PORTABLE CHANGEABLE MESSAGE SIGNS *13*
3.06 MEASUREMENT AND PAYMENT *14*
4.00 WATER POLLUTION CONTROL PLAN (WPCP) *15*
4.01 WPCP PREPARATION, APPROVAL, AND UPDATES *15*
4.02 WPCP IMPLEMENTATION AND MAINTENANCE *16*
4.03 MEASUREMENT AND PAYMENT *17*
5.00 ADJUST EXISTING FACILITIES TO GRADE *18*
5.01 SPMUD REQUIREMENTS *18*
5.02 PCWA REQUIREMENTS *19*
5.03 EXECUTION *20*
5.04 MEASUREMENT AND PAYMENT *21*
6.01 EXECUTION *22*
6.02 MEASUREMENT AND PAYMENT *23*
7.00 HOT MIX ASPHALT *24*
7.01 MATERIALS *24*
7.02 EXECUTION *25*
7.03 DAILY SUBMITTAL *26*
7.04 MEASUREMENT AND PAYMENT *26*
8.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS *28*
8.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS *28*
8.02 TEMPORARY STRIPING AND PAVEMENT MARKINGS *28*
8.03 MATERIAL *29*

8.04 APPLICATION *30*
8.05 TOLERANCES AND APPEARANCE *30*
8.06 PAVEMENT MARKERS *30*
8.07 MEASUREMENT AND PAYMENT *30*
9.00 ELECTRICAL SYSTEMS *32*
9.01 LOOP DETECTORS *32*
9.02 DETECTOR HANDHOLES *32*
9.03 MEASUREMENT AND PAYMENT *33*
10.00 QUALITY ASSURANCE PROGRAM *34*
10.01 ACCEPTANCE TESTING *34*
10.02 CERTIFICATE OF COMPLIANCE *34*
10.03 MEASUREMENT AND PAYMENT *35*

1.00 GENERAL

All references to the State Standard Specifications means the 2023 State of California Standard Specifications issued by the California Department of Transportation.

1.01 LOCATION

The work under this contract is located on Portsmouth St., Leland St., Stoney Rd., Terrace Pl., Terrace Dr., Summit Dr., and Bluffs Dr. as shown on the plan sheets.

1.02 DESCRIPTION OF PROJECT

The work to be performed consists, in general, of: replacement of pavement sections through cold planing, and fiber reinforced hot mix asphalt overlay; adjusting irons within the paving limits; replacing traffic signal loops; restoring traffic striping and markings, and all other work shown in the contract documents.

1.03 TIME OF COMPLETION

For the purpose of this contract, all work for the base project under this contract shall be complete within **30 WORKING DAYS** beginning on the first working day as specified in the Notice to Proceed (NTP).

1.04 LIQUIDATED DAMAGES

For the purpose of this contract, Liquidated Damages shall be set at the amount of Four Thousand Two Hundred Dollars ($4,200) per calendar day.

1.05 INSURANCE REQUIREMENTS

The Contractor is hereby made aware that these Special Provisions require no additional insurances, in addition to those required by the General Provisions.

1.06 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors, and utility companies working in the area.

At a minimum, the Contractor shall coordinate his operations with the following:

- City Traffic Signals and Street Lighting
  Contractor shall notify Andrew Linder at the City of Rocklin (916) 919-5520, a minimum of ten (10) working days before any electrical work begins, or to coordinate placement of traffic signals into flash mode.

- Compost, Recycling and Landfill
  Contractor shall notify Recology at (530) 613-5870, a minimum of ten (10) working days before any paving operations begin.

1.07 ORDER OF WORK

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

The following shall be performed prior to the Notice to Proceed:

1. Prepare and submit a work plan, progress schedule for all items of work and traffic and pedestrian control plans in a form provided by or acceptable to the Engineer. The work plan and schedule shall be updated weekly to reflect all items of work performed at the site and shall clearly indicate the proposed completed date. **No work may begin under contract until the Progress Schedule and Traffic Control Plan have been approved by the Engineer.** Time required for review and approval of these items shall not constitute a basis for time extension.

2. The prime contractor shall prepare and submit a City of Rocklin encroachment permit application to the Public Works Department located at 4081 Alvis Court. All fees for the encroachment permit will be waived.

3. Prepare and submit a Water Pollution Control Plan (WPCP), as specified in these Special Provisions, in a form acceptable to the Engineer. Work shall not commence until the plan is reviewed and approved by the Engineer.

4. Before commencement of any demolition work on the project, the Contractor shall visit each private property to verify existing conditions of private irrigation facilities that may be impacted by the project. The Contractor shall submit a log listing each address, the date of testing, and whether the existing system within the footprint of the project is functional; see the Clearing and Grubbing section of these Special Provisions for additional details.

The above item(s) shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on the project and method of addressing traffic. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations.

1.08 HOURS OF WORK

The Contractor's hours of work for this project shall be Monday to Friday 7 AM to 5 PM.

1.09 DUST CONTROL

Dust control shall conform to the provisions in Section 10-5, "Dust Control," of the State Standard Specifications.

The Contractor shall provide adequate levels of watering to control dust as well as street sweeping. At a minimum, the Contractor shall sweep the street once a week, or more often as directed by the Engineer/Inspector, to ensure dust is controlled, especially during cold planing operations. The Contractor shall furnish all water necessary for dust control.

The Contractor shall:

- enclose, cover, or water twice daily all soil piles;
- water exposed soil with adequate frequency for continued moist soil;
- water all haul roads twice daily; and
- cover loads of all haul/dump trucks securely.

The project area is serviced by Placer County Water Agency (PCWA). The Contractor shall coordinate with the water provider for a hydrant meter.

1.10 PUBLIC NOTIFICATION

The Contractor shall be required to notify, in writing, the public, residents, businesses, public transit companies, utility companies and any other persons or agencies affected by this project at least two (2) weeks prior to starting construction. Other notifications may be required during project construction as outlined below. City staff will coordinate with law enforcement and fire districts.

Two-Week Notice: A written notice (in letter format) to residents and businesses to provide general information about the project, approximate range of dates on when construction will take place, time of work, tree trimming requirements: “Trees shall be trimmed to a minimum height of 8’ over the sidewalk and 14’ over the street” and Contractor’s name and phone number. Notice to be approved by City prior to distributing to the public.

72-Hour Notice: Door hanger (or other approved notice) shall include date(s), times, tree trimming requirements: “Trees shall be trimmed to a minimum height of 8’ over the sidewalk and 14’ over the street” and other pertinent information as directed by the Engineer with a link to the City’s project-specific website. The notice shall include the Contractor’s name and phone number for residents and businesses to contact with any concerns after hours and on weekends. Notice to be approved by City prior to distributing to the public. Door hangers shall be provided for:

- Traffic delays and alternate routes
- Tree trimming or removals
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

1.11 PUBLIC CONVENIENCE

The Contractor shall comply with Sections 7-1.03, “Public Convenience,” and 7-1.04, “Public Safety,” of the State Standard Specifications.

1.12 SUBMITTALS

The Contractor shall comply with the submittal requirements as set forth in Section 5-1.23, “Submittals,” of the State Standard Specifications and these Special Provisions.

The Contractor shall submit via the City’s online platform (e.g., Virtual Project Manager) one electronic PDF of each material submittal to the Engineer at minimum ten (10) days prior to using said material. Submittals will be reviewed and one (1) copy will be returned to the Contractor with conditions and/or approvals.

The Contractor shall review the Quality Assurance Program section of these Special Provisions for materials requiring certificates of compliance (COCs); submit COCs with material submittals.

See individual sections for submittal requirements included in, but not limited to the following sections:

1. Progress Schedule
2. Water Pollution Control Plan
3. Traffic Control, Pedestrian Access, and Stage Construction Plan

4. Hot Mix Asphalt Job Mix Formula
5. Aramid Reinforcing Fibers Literature and Specifications
6. Pavement Striping and Marking Literature and Specifications
7. Pre-Construction Log of Survey Monuments
8. Log or Map of Utility Facilities Adjusted to Grade
9. Certificates of Compliance
10. Traffic Signal Literature and Specifications for Loops
11. As-Built Plans
12. Proof of Prompt Payment to All Subcontractors
13. CCTV Inspection Video of SPMUD Facilities
14. Any other items required by the City

1.13 AS-BUILT PLANS

Upon completion of the work, the Contractor shall furnish to the City a complete set of as-built plans showing all changes or deviations from the plans taking care to note the location of objects not installed at the location shown on the plans. Improvements will not be accepted by the City for permanent maintenance until the Contractor has submitted all as-built plans to the Engineer. The as-built plans shall conform to the following:

1. The plans must be stamped or otherwise noted “AS-BUILT,” be neat, clear, and readable.

2. As-built plans must contain the Contractor’s name, permanent address, date prepared, and signature.

3. Disclaimer statements of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code must not be included on the as-built plans.

1.14 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In areas visible to the public, the following shall apply:

A. When practicable, broken concrete and debris developed during construction activities shall be disposed of concurrently with its removal. Debris stockpiling is not allowed in the public right of way or on private property. If stockpiling is necessary, the Contractor is to stockpile at Contractor’s yard.

B. All streets, driveways, sidewalks, and haul routes within the project limits shall be kept clean and clear of debris, dirt and dust in a manner acceptable to the Engineer. The Contractor shall sweep works areas on a daily basis.

Failure to meet these requirements of this section may result in a “Stop Work” notice. The “Stop Work” notice will not be rescinded until the appearance of the work is acceptable to the Engineer.

At the end of each workday, all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

1.15 STAGING AREA

The City will not provide a staging area for the work.

1.16 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the State Standard Specifications and these Special Provisions.

Existing hardscape, retaining walls, curb, utilities, trees, shrubs, other plants and irrigation facilities not called out on the plans to be removed, which are injured or damaged by reason of the Contractor's operations, shall be replaced or restored by the Contractor at the Contractor’s expense.

The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 5-gallon and maximum of 15-gallon, whichever is most appropriate for the species of plant, as determined by the Engineer. Replacement ground cover plants shall be from 1-gallon containers and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in Section 20-4.03F, “Replacement Plants,” of the State Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.03G, "Watering," of the State Standard Specifications. Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period.

1.17 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall be taken by the Contractor before any construction begins. Each photograph shall be taken from a point between four feet (4’) and eight feet (8’) above the ground. All photographs shall show good details in both shadow and sunlit areas. The Contractor shall submit digital photography files either in .TIF or uncompressed .JPEG raster files. All photos shall be time and date stamped to confirm existing field conditions at the time the notice to proceed with construction is issued.

The Contractor shall submit all photos taken to the City via the City’s online platform (e.g., Virtual Project Manager). Photographs shall be grouped according to street, lateral or line, and in sequence.

The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the work.

A sample of six (6) photographs shall be submitted to the City for approval before proceeding with the remaining photographs. All photographs which do not conform to these Special Provisions, as determined by the City, shall be retaken.

1.18 MEASUREMENT AND PAYMENT

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

2.00 MOBILIZATION

Mobilization shall conform to Section 9-1.16D, “Mobilization,” of the State Standard Specifications and 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 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.

It is the Contractor’s responsibility to plan and perform all work within the time of completion as allowed in this contract.

This section also includes all necessary permits required by the Contractor.

2.01 MEASUREMENT AND PAYMENT

Mobilization shall be measured and paid for on a **LUMP SUM** basis. The lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, administrative cost, permit fees, and incidentals for doing all work involving mobilization as specified in these Special Provisions, the State Standard Plans and Specifications and as directed by the Engineer and no additional compensation will be allowed, therefore.

The City shall not pay additional mobilization compensation for a contract change order or for a second mobilization if the project is extended due to weather. Payment for mobilization will be subject to retention.

3.00 TRAFFIC CONTROL SYSTEM

This work shall include signage, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during construction.

3.01 MATERIALS

Traffic control shall conform to Section 12, “Temporary Traffic Control,” Section 7-1.03, “Public Convenience,” and Section 7- 1.04, “Public Safety”, of the State Standard Specifications, and the Manual on Uniform Traffic Control Devices, current California edition, available at the following website: https://dot.ca.gov/programs/safety-programs/camutcd.

3.02 EXECUTION

Prior to installation of temporary traffic control devices, the Contractor shall have a field meeting with the foreman overseeing installation of traffic control and the Engineer to review the approved traffic control plans and discuss their implementation. Traffic control will be an agenda item at each weekly construction meeting.

Traffic Control Plans (hereinafter "TCP") shall be developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, bicyclists, and workers during construction. The TCP shall include all work within the City rights-of-way, and applicable, private streets adjacent to the construction zone. Individual TCP’s shall be submitted to the Engineer for review a minimum of ten (10) working days prior to starting any work covered by a particular TCP. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

Pedestrian access shall be provided throughout construction areas within the right of way, and as appropriate, on private property where City construction may occur.

The Contractor shall notify interested parties and/or agencies required by the Engineer as to any road closures, the expected duration, and detours. City staff will notify law enforcement and fire district personnel.

Driveways shall be usable at all times, unless the Contractor has made special arrangements with the property owner to close a driveway.

The Contractor shall be solely responsible for pedestrian and vehicular movement through the project area and shall assume full liability for any and all claims arising out of the construction of the project.

All traffic control devices including, but not limited to, traffic cones or portable delineators, telescoping flag trees, arrow boards, barricades, and signs shall be placed before beginning work and shall be removed from the right-of-way at the end of each day or shift, or, for long-term closures, when no longer needed, and shall be placed so as to not obstruct bicycle lanes and pedestrian facilities. All traffic control devices left in the right-of-way by the Contractor are subject to removal by the City.

The Contractor shall be required to pay any costs incurred by the City associated with the removal of these devices. No equipment shall be parked within any traffic lanes, medians, or within the public right of way at any time of day or night, including holidays and weekends, without an approved lane or road closure. The Contractor shall notify the City a minimum of three (3) Working Days in advance of any lane closure and twenty (20) Working Days in advance of any road closure.

Flagging

Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with Manual and the current “Flagging Handbook” published by the American Traffic Safety Services Association (ATSSA). The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense. All flaggers shall be trained as required by Cal/OSHA Title 8, Section 1599, and proof of such training shall be made available by the Contractor upon request by the City. Any flagger, in the opinion of the City, not performing in a safe manner or in a manner conducive to public safety must be removed and replaced by the Contractor immediately.

Flaggers shall be used where necessary to control the flow of traffic through the construction site and shall be used in all cases where traffic is being routed through the construction zone under one-lane, two-way traffic controls, or when ordered by the City.

Flagging Costs

Unless specified elsewhere in these Special Provisions, the cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the construction site shall be considered included in the Traffic Control System bid item and no additional compensation will be made.

3.03 PUBLIC ACCESSIBILITY

The Contractor shall provide access to the public through the project site at all times. The Contractor shall provide access to adjacent properties at all times. The Contractor shall maintain access to properties and pedestrian access even after hours for the life of the construction. Temporary access ramps shall be installed to maintain access and shall be shown on the Contractors staging plan.

The Contractor shall be responsible for designing working drawings, constructing and providing a safe and adequate continuous, accessible and safe path of travel around or through localized construction work zones and to each building, business and property utilized by the public. The Contractor shall use temporary asphalt, aggregate base, wood/metal ramps, signs, cones, barricades, flashers, and flaggers to direct and channel the public during and after construction. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval. Advance warning shall be provided to the public should an access path be closed. All safe paths of travel shall be in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG), Americans with Disabilities Act (ADA) regulations and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Materials

Materials used for public accessibility during construction include, but is not limited to:

- Temporary Hot-mix Asphalt Concrete (cut back asphalt concrete not permitted)
- Temporary Wood Ramp
- Aluminum Modular Ramps. EZ-Access, or approved equal.
  Contact info: www.ezaccess.com, Phone 800-451-1903.
- Four (4) foot wide minimum walking surface with running slope not to exceed eight (8) percent.
- Barricade materials: Delineators, A-Frames, Barrier Caution Tape, Fencing Material
- Non-skid tape
- Four (4) inch timber, or equivalent, at the bottom of any railing to provide for the sight impaired

Installation

Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.

Temporary ramps shall have a minimum four (4) foot wide walking surface and a running slope not to exceed eight (8) percent.

Temporary ramps shall meet existing surfaces without gaps. When required for drainage, a Schedule 40 PVC pipe, with minimum 2-inch diameter, shall be installed under or through ramp in gutter or flow line.

Transitions between temporary ramps and the street or sidewalk surfaces shall be smooth.

Sides of the temporary ramps shall be protected where drop-offs exceed six (6) inches.

Temporary ramps shall be provided to the public leading to businesses. Temporary ramps at the corners of the intersections shall be made of temporary AC pavement to ensure that a smooth transition is provided for the public as well as auto traffic. All temporary wooden ramps shall be maintained throughout the construction project. The Contractor shall maintain the structural integrity of the ramps. No loose, splintered boards or nails will be acceptable.

Maintenance of a Clear and Accessible Public Corridor

The Contractor shall maintain a four (4) foot accessible corridor that provides at least one safe path of travel for the public at all times for the duration of the project. Conversely, if a safe path of travel is not available, the Contractor shall post the sidewalk as being closed, however, access must still be maintained to each business. Signage shall be placed at the location of closure and at the next intersection in both directions, advising of the closure but noting that access is still available to all businesses. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval.

The Contractor shall provide a path to the businesses and residents, using aggregate base to backfill, after demolition of the concrete sidewalk, curb and gutter. The aggregate base shall be firmly packed to establish a safe and ADA compliant path, along the entire work zone.

Installation of Barricades

Barricades, which will provide protection for the public from traffic or construction operations, shall be installed in the following locations:

- Between the access route and any adjacent construction site.
- Between the alternate circulation path and any adjacent construction site.
- Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street.
- Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to the public.
- At the down curb ramp of an intersection, if opposite up curb ramp is temporarily or completely blocked, and no adjacent alternative circulation path is provided.

Surfacing of Public Corridors

During construction, tripping hazards and barriers must be removed to maintain an accessible safe path of travel. The surface of the path of travel shall be skid resistant and free of irregularities.

Opened crosswalks, ramps and walkways in general shall be kept free of debris and obstructions.

Identification of Safe Path of Travel

If alternate circulation routes are provided for the public to bypass the construction site, the route shall be clearly defined and advance warning shall be provided to clearly delineate the alternate circulation route. Any change of level in a path of travel that is over ¼ inch (1/2" maximum) height must be beveled at 45 degrees to provide a smooth, non-tripping transition. The Engineer shall review and approve any public access limitations and notification requirements for pedestrians with mobility or vision impairments.

When using A-frames for defining a path of travel, A-frames shall be placed end to end (no spacing between barricades) to provide a continuous guide for individuals using canes. A-frames shall be connected with

2x4's that are continuous and are attached to the base of the barricade system at two (2) to four (4) inches from the ground.

Caution tapes shall not be used as barricades or to define a path of travel but may be used to highlight danger or in conjunction with barricades. Excavated areas shall be secured by means of barricades or temporary fences.

The bottom three (3) inches of any fencing material used shall be made solid to act as a guide for canes used by the visually impaired. Wood, sheet metal, railings, or other approved material may be used at the bottom portion of the fence.

Curb ramps leading to closed crosswalks shall be appropriately barricaded. Temporary ramps shall be provided at temporary crosswalks and shall be able to direct blind pedestrians to and through the temporary path of travel. R9-3a and R9-3b signs shall be mounted on the barricade to advise pedestrians of closed sidewalk and directed routes.

No trucks or equipment shall be parked or obstructing the public path of travel at any time.

Warning Signs

The Contractor shall provide warning signs for temporary ramps and barricades. Warning signs shall be located at both the near side and the far side of the intersection preceding a temporarily completely blocked public way.

Restoration of Public Routes

After construction, the site shall be restored to its former condition, or new condition as required.

3.04 ON-STREET PARKING

Contractor shall furnish, install, maintain and remove "No Parking" signs in areas where the Contractor's work will require restricted parking. The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The signs shall clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted. The notification shall include the Contractor's phone number and the phrase "VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22654 (d)". This notice shall be affixed to a Type II barricade that is placed in the lane of the road, near lip of gutter, (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the City to stop work.

In the event that towing is required after proper notifications have been delivered and posted, and reasonable attempt have been made to the property owner or resident, the Contractor shall be responsible for contacting the Rocklin Police Department at (916) 625-5400 to dispatch a towing company. It will be the Contractor's responsibility to determine if towing is required. The City will not be responsible for any claims made as a result of towing from the Contractor.

3.05 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs (CMS) shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications and these Special Provisions. Messages displayed on the portable changeable message signs shall be as directed by the Engineer and shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the State Standard Specifications and "Traffic Control System" of these Special Provisions.

A minimum of one (1) CMS board shall be placed at each entrance to the neighborhood, on Cobblestone Dr., Stoney Rd., Agate Way, and Sand St., for a minimum total of four (4) CMS boards. CMS boards shall be placed at least 7 calendar days prior to any construction activity and shall remain in place until project completion, or until approved by the Engineer to be removed beforehand. A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

Should the CMS boards need to be located on private property due to lack of room within the public right of way, the Contractor shall coordinate this effort with private property owners and furnish written proof to the City of the property owner's acceptance.

A messaged displayed on a portable changeable message sign shall first be approved by the City.

3.06 MEASUREMENT AND PAYMENT

Traffic Control System shall be measured and paid for on a **LUMP SUM** basis. The lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, including but not limited to private property coordination as necessary, preparing and maintaining an adequate traffic control plan, furnishing portable changeable message signs, furnishing, placing, removing storing, maintaining, moving to new locations, replacing, and disposing of the components of the temporary traffic control system, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

The City shall not pay additional traffic control compensation for a change work order or for a second mobilization if the project is extended due to weather. Payment for traffic control will be subject to retention.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the State Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in the compensation for Traffic Control System will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the State Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

4.00 WATER POLLUTION CONTROL PLAN (WPCP)

The Contractor shall develop and implement a WPCP in accordance with Section 13, "Water Pollution Control," of the State Standard Specifications, and these Technical Specifications.

The Contractor shall generate the WPCP and submit to the Engineer for review and approval.

Within this section, references to Water Pollution Control shall be consistent with content and requirements of the Project WPCP preparation, execution, and final stabilization requirements.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in these Technical Specifications, including but not limited to, compliance with the provisions of the 2009 Approved Stormwater Quality Improvement Plan (SQIP) and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

A. Enter upon the construction site and the Contractor's facilities pertinent to the work; and

B. Inspect the construction site and related soil stabilization practices and sediment control measures.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

4.01 WPCP PREPARATION, APPROVAL, AND UPDATES

The Contractor must provide a Qualified SWPPP Developer (QSD) to prepare the WPCP. The Contractor will provide a QSD and Qualified SWPPP Practitioner (QSP) to perform the testing and inspection. This does not relieve the Contractor from their duties to amend and follow the WPCP to include inspections and implementing corrections.

The Contractor shall be required to amend the WPCP and submit to the Engineer for review and comment. Erosion and sediment control shall conform to the requirements of the current edition of the "Storm Water Quality Design Manual, Sacramento Region," which is available at the following website:

https://www.beriverfriendly.net/stormwater-quality-design-manual/

Within 20 working days of receiving a copy of the fully executed contract, the Contractor shall submit a copy of the WPCP to the Engineer. The Engineer will have 10 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP to the Engineer within 15 days of receipt of the Engineer's comments. The Engineer will have 5 days to review

the revisions. A copy of the WPCP shall be kept on the job site (in the job trailer) at all times.

Soil stabilization Best Management Practices (BMPs) shall be maintained on any area disturbed. All BMPs shall be installed/implemented and maintained throughout the duration of construction. These BMPs shall include (but not be limited to) the BMPs checked on the Construction Site BMPs Consideration Checklist shown in Table 1 below:

The Contractor shall provide a QSP to perform regular inspection of the site and the installed BMPs. The Contractor's QSP shall place a record of all inspections in the project WPCP binder within 24 hours of any inspection. The project WPCP binder shall be made available to the City for review at any time during normal working hours.

Erosion and sediment control BMPs shall be placed, monitored for effectiveness, and maintained throughout the construction process.

The following precautions shall be implemented regardless of the season:

1. A stabilized construction site access should be constructed at any construction staging and/or stockpile site as determined appropriate by the Engineer.

2. Temporary stockpiling of construction materials, including vehicles and portable equipment, supplies, fuels and chemicals, will be restricted to designated construction staging areas within the project area.

3. Any wet season requirement shall be implemented if conditions exist which may cause erosion and sedimentation.

4. The Contractor shall not be limited to the requirements listed above but shall be responsible for implementing whatever measures are necessary to prevent erosion and sedimentation.

The Contractor shall recommend amendments to the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended by the Contractor's QSD if the WPCP is in violation of any condition of the Permit or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved WPCP. Approved amendments shall be dated and logged in the WPCP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations within 3 business days or prior to any forecast rain event of 50% or greater per National Oceanic and Atmospheric Administration (NOAA).

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 calendar days of identification of non-compliance.

4.02 WPCP IMPLEMENTATION AND MAINTENANCE

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Technical Specifications, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work.

Soil-disturbed area of the project site shall be not more than 1 acre. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required for the protection of soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor shall monitor the weather forecast on a daily basis. The NOAA forecast shall be used. Construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall comply with all provisions of the WPCP, including inspection and maintenance during the life of the project, including any work stoppages for any reason, including weather, holidays, moratorium, utility conflicts, etc.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

4.03 MEASUREMENT AND PAYMENT

Water Pollution Control Plan (WPCP) shall be paid for as **LUMP SUM** and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the WPCP, and installing Best Management Practices (BMP). This bid item includes implementing measures prescribed in amendments, and installing, constructing, maintaining, removing, and disposing of control measures, as shown in the plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

The City of Rocklin pays a total of 40% of the lump sum price upon approval of the WPCP by the City, 55% of the lump sum price as determined by the Engineer spread across monthly pay estimates, and the final 5% as part of retention.

5.00 ADJUST EXISTING FACILITIES TO GRADE

Storm drain/sanitary sewer manhole covers and any other existing facility within the limits of pavement rehabilitation shall be adjusted to final grade following the placement of the top lift of hot mix asphalt. Traffic signal detector handholes shall be preserved and protected in place unless directed otherwise on the plans.

Utility boxes/vaults requiring adjustment in the sidewalk shall be adjusted to grade concurrently with the installation of new sidewalk. Utility box/vault lids shall be protected to avoid concrete splatter or other debris from accumulating on top.

The Contractor shall adjust all storm drain manhole frames and covers in accordance with City of Rocklin Standard Drawing #3-9 and Section 78-23, “Adjust Utility Frames, Covers, and Manholes,” of the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

5.01 SPMUD REQUIREMENTS

Lower and Restore to Grade SPMUD Sewer Manhole Frame & Cover (EA)

The Contractor shall adjust all South Placer Municipal Utility District (SPMUD) manhole frames and covers in accordance with Section 5.22 Manholes of the SPMUD Standard Specifications and Improvement Standard for Sanitary Sewers, latest edition, and these Special Provisions, and as directed by the Engineer.

The Contractor shall notify SPMUD at least 48 hours prior to the start of construction and shall coordinate a pre-construction conference by calling (916) 786-8555.

The Contractor shall provide SPMUD with 24-hour emergency contact information (name, title, and telephone number) prior to commencing work.

The Contractor shall obtain a no-cost Sewer Access Permit from SPMUD prior to the start of construction activities.

The Contractor shall be responsible for maintaining sanitary sewer flows and shall be liable for all SPMUD-owned sewer facilities within the project limits until construction is complete.

The Contractor shall accurately locate, reference, and mark all SPMUD sewer structures prior to any removal of castings, frames, or covers, using a method acceptable to SPMUD. Reference markings shall be maintained throughout the duration of the project. Sewer structures shall be made accessible as soon as practicable after construction. In some cases, SPMUD may require manholes to remain accessible at all times.

Manhole adjustment grade rings shall total a minimum of three (3) inches and a maximum of eleven (11) inches in height. If these limits cannot be met, replacement of the barrel or cone section may be required to achieve proper final grade, subject to SPMUD approval.

The Contractor shall implement appropriate protective measures before, during, and after such work to prevent intrusion of debris. All protective coverings shall remain in place until final paving is complete and may only be removed with SPMUD approval or at the request of SPMUD for emergency response or required maintenance.

Protective measures shall not interfere with or obstruct the normal function or drainage of the sewer system. All sealing, containment, or protective methods must maintain the integrity of the sewer's hydraulic performance and be removable without damaging structures or restricting flow.

Prior to any paving or overlay activities—including but not limited to grinding, cold planing, and asphalt overlay—all SPMUD sewer manholes, cleanouts, and appurtenances within the project area shall be clearly identified and adequately protected to prevent the entry of debris, asphalt, or other construction-related material into the public sewer system. Manhole covers shall be tightly sealed using methods and materials approved by SPMUD.

Any damage to SPMUD-owned frames and covers resulting from removal, adjustment, or construction activities shall be the Contractor's responsibility. Damaged structures shall be replaced in-kind at the Contractor's sole expense, in accordance with SPMUD Standard Specifications and Improvement Standards for Sanitary Sewers, subject to SPMUD inspection and approval.

All SPMUD-owned manholes are classified as Permit-Required Confined Spaces (PRCS) under California Code of Regulations, Title 8, Sections 5156–5159. It is the responsibility of the Owner/Developer, as the Host Employer, to ensure that any contractor or subcontractor entering a confined space complies with applicable confined space entry requirements.
Any contractor performing work involving confined space entry into SPMUD facilities must:

1. Possess a written Confined Space Entry Program in full compliance with Title 8 CCR §§ 5156–5159,
2. Adhere to all SPMUD procedures related to Permit-Required Confined Space Entry,
3. Coordinate with SPMUD prior to entry and obtain approval for work involving access to SPMUD sewer manholes.

No entry into SPMUD-owned confined spaces shall occur without full compliance with SPMUD's PRCS protocols and regulatory requirements.

Flush/Clean SPMUD Sewer System

The Contractor shall clean and flush the system post-construction, which shall be coordinated with SPMUD upon completion of roadway work. The flushing operation is intended to remove incidental dust or fines resulting from paving activities.

If construction-related debris or foreign material is observed entering the sewer system during the course of work, the Contractor shall immediately cease operations and shall be fully responsible for the immediate removal of the material at their own expense. SPMUD reserves the right to require such remedial action prior to allowing further work near affected sewer facilities.

5.02 PCWA REQUIREMENTS

The Contractor shall adjust all Placer County Water Agency (PCWA) facility frames and covers in accordance with PCWA Improvement Standards 2017 Edition (https://www.pcwa.net/business/standards), and these Special Provisions, and as directed by the Engineer.

The Contractor shall contact PCWA Inspector 48 hours prior to commencement of initial construction, and again by 7:30 AM each day work on PCWA facilities occurs.

5.03 EXECUTION

A. Frames, covers and grates of existing manholes, or other facilities, shall be adjusted to grade in accordance with the provisions of 71-5.03B, “Frames, Covers, Grates, and Manholes,” of the State Standard Specifications, and the unit price bid shall include all necessary excavation, backfilling, sealing, and concrete and that the unit price shall be the average depths and limits of adjustment required.

B. The Contractor shall cooperate and coordinate all adjustments with the various utility owners when adjusting their facilities.

C. Work shall also include the provision of lowering structures in advance of cold planning, in accordance with these Special Provisions.

D. Work shall include protecting all facility covers from adherence of asphalt concrete to the cover during the paving operation. This may be accomplished by means of removal of the cover and placement of a temporary traffic rated lid, placement of heat resistant barrier material on the cover or other method approved by the Engineer. If asphalt concrete is found to be bonded to the cover after paving is complete, the Contractor is responsible for removing all asphalt from the cover to the satisfaction of the Engineer or replace the cover at the Contractor’s sole cost and expense.

E. Contractor shall raise to finished grade all facilities located within the limits of pavement rehabilitation following the placement of the top layer of asphalt concrete. No structure shall be adjusted to finished grade until the paving operation adjacent to the facility has been completed.

F. Contractor shall be solely responsible for locating, referencing, and setting marks for all valve and manhole frames and covers, and survey monuments and spikes. Survey monument boxes and spikes shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying. Contractor shall submit a neat and accurate plan to the Engineer, at least two (2) working days in advance of any asphalt concrete paving, showing all reference marks and offset distances set for each facility.

G. The final adjustment to finished grade of all manhole frames and covers may be accomplished with reinforced concrete grade rings or formed concrete in the throat area. Existing structure pre-cast elements, adjustment rings, frames, and covers removed in adjustments may be reinstalled only when such undamaged items are permitted by the Engineer. Cast iron extension or adjustment rings will not be allowed in the adjusted structure.

H. Water valve covers, and other facility covers shown on the plans shall be raised in accordance with PCWA Improvement Standards. If the existing frame and cover is determined to be unsuitable for reinstallation due to the Contractor’s damage, it shall be replaced with a new one at Contractor expense. In this situation, the Contractor shall immediately notify the Engineer.

I. Survey monument boxes shall be adjusted to finished grade by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying and included for payment in the bid item for adjusting survey monument boxes as specified elsewhere in these Special Provisions.

J. Survey spikes shall be reset at finished grade by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying and included for payment in the bid item for adjusting survey monument boxes as specified elsewhere in these Special Provisions.

K. When exposing the facility to be raised to grade, Contractor shall cut the new asphalt pavement by such method necessary to result in a clean-cut line and prevent raising the lip of the asphalt to remain. For all adjustments, the top surface of the adjusted facility shall be within 1/8 inch of the adjacent finished grade.

L. Work shall include placement of temporary asphalt around the facilities if the permanent concrete collar or asphalt concrete patching cannot be placed the same day the facility is raised to grade.

M. Finished concrete collars shall have an integral dark black color (no surface coloring). The color shall be obtained by adding powdered Davis Colors Graphite (Carbon) 8084, powdered Solomon Colors 908 Carbon Black or other equal, approved by the Engineer, to the 6-sack PCC mix at a ratio of 12 lbs per 1 cubic yard. Submittal: Contractor shall provide a mix design for the colored concrete collars. The same mix design shall be used throughout the project for utility adjustments.

N. Extreme care shall be taken to prevent asphalt concrete from entering the drainage or sanitary sewer system.

O. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any asphalt has fallen into the manhole. The Contractor shall be required to immediately remove all asphalt and/or construction debris from the manhole's interior.

P. Adjustments to all utility covers will be performed within 5 working days from the date the final lift of asphalt concrete overlay is applied to that roadway segment. Failure to adjust utility covers within the time period allowed, the Contractor shall pay liquidated damages of $200 per calendar day for each utility cover not adjusted.

Q. Adjusting manholes to grade within publicly used traffic lanes must be completed, including placing paving material around and to the level of the frame and cover, by the end of the same day on which work is started. If permanent pavement backfill cannot be completed by the end of the work day, the Contractor must place temporary paving material to the finished grade level of the frame and cover. The Contractor must maintain the temporary paving smooth and level with the frame and cover until the permanent paving is placed.

5.04 MEASUREMENT AND PAYMENT

Resetting of survey spikes as shown in the bid schedule shall be measured and paid for per **EACH**. The contract unit price paid for resetting each survey spike shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in resetting each survey spike at final grade, including locating, referencing, and setting marks both before and after construction activity as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment will be allowed therefore.

Adjustment of utility irons and survey monument boxes as shown in the bid schedule shall be measured and paid for per **EACH**. The contract unit price paid for adjusting each frame and cover to grade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in lowering the frame and cover to accommodate cold planing operations and adjusting the frame and cover to the final grade complete in place, including locating, referencing, and setting marks, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment will be allowed therefore. The unit price for adjusting sanitary sewer manhole frames and covers shall be identical to the unit price bid for adjusting City storm drain manhole frames and covers.

6.00 COLD PLANING

The Contractor shall perform cold planing at the locations and to the depths shown on the plans, and as directed by the Engineer. All work shall be in accordance with Section 39-3.04, “Cold Planing Asphalt Concrete Pavement,” of the State Standard Specifications, these Special Provisions and as directed by the Engineer.

6.01 EXECUTION

A. Planing asphalt concrete pavement shall be performed by cold planing. The cold planing machine shall have a cutter head not less than 30” wide and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

B. For all cold planing operations, the final cut shall result in a uniform surface conforming to the typical cross-sections. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way. The planed road surface shall not be damaged or spalled.

C. Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

D. The depth of the cold planing shall taper down starting 6’ from the existing lip of gutter so the depth at the lip of gutter is 1/4” less than the nominal thickness of the final overlay to be applied to the roadway (e.g., final overlay = 4” then depth of cold plane at lip of gutter = 3¾”).

E. The depth of the cold planing shall taper down starting 50’ from a transverse conform so the depth at the conform to the existing pavement is equal to the nominal thickness of the final overlay to be applied to the roadway.

F. Frames, covers and grates of existing manholes, water valves, survey monuments or other facilities within the cold planing limits shall be ‘tied down’ and lowered prior to cold planing operations unless to be protected in place. See other sections of these Special Provisions for adjusting utility irons to grade.

G. If permanent asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered in two (2) feet to the level of the planed area or as directed by the Engineer. Asphalt concrete for tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Asphalt concrete tapers shall be completely removed, including removing all loose material from the underlying surface, before placing the permanent surfacing.

H. All material planed from the roadway surface, including material deposited in existing gutters, adjacent traveled way, or catch basins, shall be immediately removed from the surface and disposed of off-site as directed in these Special Provisions or by the Engineer. The removal crew shall follow within 150 feet of the cold planer.

I. All planed material, not used as backfill or shoulder backing on this project, shall be transported and properly disposed of off-site. Transport and off-loading of material shall be considered incidental and included in the unit price paid for this item.

J. This item of work shall also include cold planing driveway tapers.

K. The limits of the designated area for cold planing shall be marked on site. However, should there be any doubt as to areas marked for cold planing, the Contractor shall consult immediately with the Engineer.

L. The required cold planing is to be performed without disturbing the existing curb and gutter. Any concrete gutter chipped by the cold planing operations shall be repaired at the Contractor's expense.

M. Contractor shall assure that all cold planed roadways are cleaned, and free from rock and debris at all times. All cold planed streets shall remain safe and passable. The City shall be held harmless to any vehicle/property damage or injury that may occur due to the Contractors work.

6.02 MEASUREMENT AND PAYMENT

Cold Planing shall be a final pay item based upon the estimated quantity in **SQUARE FEET** indicated in the Bid Proposal. Cold planing performed outside of the design measurements as marked in the field will be at the Contractor's expense.

The square foot price paid for Cold Planing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cold planing, removing and disposing of existing asphalt concrete, installation and subsequent removal of temporary tapers, and compaction of subgrade, complete in place, all as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

7.00 HOT MIX ASPHALT

The Contractor shall furnish and install hot mix asphalt (HMA) for crack repair sections, and fiber reinforced HMA for all overlay applications at the locations and to the depths shown on the plans in accordance with Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications, and these Special Provisions.

For streets to receive an HMA overlay, all existing striping, markings, and markers shall be fully removed. The Contractor is referred to the Traffic Striping and Pavement Markings section of these Special Provisions for additional information on striping removal.

7.01 MATERIALS

The Contractor shall submit in writing to the Engineer a complete mix design as described in Section 39-2.01A(3)(b), “Job Mix Formula,” of the State Standard Specifications. Mix designs must include the name of the material plant, the product name, a mix design ID number, and item of work in which it is to be used.

Hot mix asphalt shall be Type A with 1/2" aggregate.

All asphalt binder shall be PG 64-10 and shall conform to the requirements of Section 92, “Asphalt Binders,” of the State Standard Specifications. The Contractor’s mix design shall include aramid fibers per the manufacturer’s recommendation. Reinforcing fibers shall be high tensile strength aramid fiber blend specially formulated to reinforce HMA.

The Contractor shall have the fiber manufacturer’s representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer’s brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project. Mix fibers per manufacturer’s recommendation.

The Contractor shall furnish and install an emulsified asphalt (Type SSI) tack coat conforming to Sections 39-2.01C(3)(f), “Tack Coat,” and 94, “Asphaltic Emulsions,” of the State Standard Specifications.

The Contractor shall submit certification from the supplier that the material he is furnishing has been properly tested within the last 6 weeks and designed so as to meet the aforementioned specifications. Cost of any such testing shall be the responsibility of the Contractor and/or supplier. Once a supplier's material has been found acceptable, the Contractor shall furnish material from no other source without the prior approval of the Engineer in writing.

Pre-Approved Products & Suppliers:

Product: ACE XP Fiber™ and AQU Fiber™
Supplier: Surface Tech LLC
Contact: Pat Weaver, COO / CRO
Phone: (602) 919-4851
Email: Pat.Weaver@surface-tech.com
Address: 312 S. Cedros Ave, S200

Solana Beach, CA 92075

Product: Forta-Fi Asphalt Fiber Supplier: Forta Website: https://forta-fi.com/products/forta-fi/

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

7.02 EXECUTION

The HMA structural section in areas of roadway widening shall be brought to the elevation of the adjacent existing pavement before overlay is placed. The overlay joints on the top lift shall overlap the joint between the new and the existing pavement.

Surface preparation and tack coat application shall be in accordance with the State Standard Specifications. The surfaces upon which asphalt concrete is to be placed shall be thoroughly cleaned of all dirt, vegetation, and debris.

Prior to application of tack coat, the street shall be cleaned with a vacuum street sweeper and be clean of all dust.

Existing paved surfaces shall be given a tack coat by spraying with penetration type emulsified asphalt at the rate of 0.05 to 0.10 gallon per square yard as directed by the Engineer.

The HMA shall be placed in 3-inch maximum lifts after compaction. Conform sections shall be squared off and hand raked to a neat straight line. Edges at curb shall be hand raked and rolled with a small roller or tamper when larger roller cannot be used.

Spreading and Compaction

1. Vehicles used for hauling HMA mixtures must have tight, smooth, metal beds, and must be free from dust, screenings, excessive petroleum oils, volatiles, or other mineral spirits that may affect the mix being hauled. Trucks must be provided with tarpaulins or cargo covers of sufficient size and weight to protect the entire load.

2. Should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements, including straightedge tolerance, of Section 39-2.01C(2), “Spreading and Compacting Equipment,” of the State Standard Specifications, the paving operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment.

Finishing Roadway

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 12 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested

transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the HMA by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

2. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations.

3. Finishing roadway shall conform to Section 22, "Finishing Roadway," of the State Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Engineer.

4. Temporary pavement markings shall be installed for all roadway centerlines, stop lines and channelizing lines following the final lift of HMA. Temporary pavement markers shall be the same color as the lane line or centerline markers being replaced. Temporary pavement markings shall comply with 'Temporary pavement markers for short term day/night use (14 days or less) of Section 12-6, "Temporary Pavement Delineation," of the State Standard Specifications. The costs of temporary pavement markings or floppies are included in the asphalt concrete bid item.

Testing and Certification

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City's Quality Assurance Program. The Contractor will perform all required quality control testing. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing test.

7.03 DAILY SUBMITTAL

The Contractor shall submit HMA Weighmaster's Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of the day when HMA is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer's written approval upon receiving and reviewing the Certificates.

7.04 MEASUREMENT AND PAYMENT

Hot Mix Asphalt Overlay as determined by Weighmaster's Certificates, shall be per **TON** and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing fiber reinforced hot mix asphalt, including production, delivery, placement, and compaction of fiber reinforced HMA, complete in place, including tack coat, pre-overlay preparation, and all incidental work, as shown on the project plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed

for hauling rejected material. The final weighmaster tag shall note the amount of tonnage to be deducted from the pay estimate.

8.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS

Traffic stripes and pavement markings, of the various colors indicated on the plans (white or yellow), shall be installed in accordance with these Special Provisions and Section 84, “Markings,” of the State Standard Specifications.

The Contractor shall install cat-tracks at least two (2) working days ahead of, and receive approval from the Engineer prior to, installation of any permanent striping and pavement markings.

New, permanent traffic striping shall be installed on the roadway within five (5) working days after final paving operations.

Thermoplastic stripes and pavement markings shall not be placed over utility covers including, but not limited to, manhole covers, utility boxes, traffic signal detector hand holes, or water valves covers.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd·m-2·lx-1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd·m-2·lx-1.

8.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS

The Contractor shall remove all existing traffic stripes and pavement markings from within the limits of the streets or private properties to be overlaid and/or seal coated in accordance with Section 84-9, “Existing Markings,” of the State Standard Specifications.

The Contractor’s attention is directed to the “Lead Compliance Plan” section of these Special Provisions for additional information, including the testing and disposal of yellow thermoplastic traffic stripes.

Sandblasting of traffic stripes shall not be permitted. Removal of traffic stripes shall be by grinding, or by other methods approved in writing by the Engineer. Drain inlets adjacent to areas to be ground shall be protected from grinding entering the storm drain system.

For removal of pavement markings, a rectangular area shall be ground to prevent ghosting of the original markings. Conflicting striping shall be removed completely.

All striping or pavement markings damaged during construction shall be repaired at the Contractor’s expense. Repairs shall consist of complete replacement of markings or legends, replacement of sections of striping, and replacement of damaged or missing markers as directed by the Engineer.

8.02 TEMPORARY STRIPING AND PAVEMENT MARKINGS

The Contractor shall supply and install temporary striping to control traffic until permanent striping and pavement markings are installed. All temporary striping, pavement markings, tape, floppies, etc. shall be removed when no longer needed to safely direct traffic.

Painted white striping/pavement markings shall conform to Section 84-2.03B(6), “Paint,” of the State Standard Specifications.

The Contractor is not required to remove painted temporary traffic stripes that will be covered by paving work.

Full compensation for furnishing and installing temporary striping and pavement markings is included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

8.03 MATERIAL

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White	Yellow
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10	
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15
Binder, percent by weight, min. (Cal. Test Method 423)	18	18
Ring & Ball Softening Point, °F (ASTM E28)	200-240	200-240
Bond Strength to Concrete, 0.125-inch-thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	30 – 45
Impact Resistance, Falling Ball Method, 0.125-inch-thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40
Yellowness Index, max., (ASTM E313)	.15	
Hardness, Shore A-2 Durometer with 2-kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80
Low Temperature Stress Cracking, Resistance at 25° (AASHTO)	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes

8.04 APPLICATION

Thermoplastic Traffic Striping Material, Alkyd Binder, White and Yellow. All thermoplastic must be applied per Section 84-2.03B(2)(b), “Extruded Thermoplastic,” of the State Standard Specifications.

The Contractor shall apply an adhesive primer base coat prior to the application of any thermoplastic material on treated pavement, stamped pavement, colored pavement, concrete surfaces, or pavement older than 30 days.

Unless otherwise specified in these Special Provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.075-inch. Thermoplastic Material for pavement markings shall be applied at a minimum thickness of 0.125-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material, at a rate of not less than 8 lbs. per 100 sq. ft. The amount of glass beads applied shall be measured by stabbing the glass beads tank with a calibrated rod.

8.05 TOLERANCES AND APPEARANCE

The completed traffic stripes and markings shall have clean and well-defined edges without deformations and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

8.06 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 84, “Markings,” of the State Standard Specifications and these Special Provisions.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the “Steel Wool Abrasion Procedure” specified for pavement markers placed in pavement recesses in Section 81-3.02C, “Retroreflective Pavement Markers,” of the State Standard Specifications.

Blue raised reflective fire hydrant markers with two reflective faces shall be included in this item of work. Hydrant markers shall be placed in the street, 6”-12” off the centerline and perpendicular to the fire hydrant.

8.07 MEASUREMENT AND PAYMENT

Thermoplastic Traffic Stripes (Bid Item by Detail) shall be measured and paid for by the **LINEAR FOOT**, for the various detail numbers referenced in the project plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. The price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in furnishing and installing traffic stripes, including pavement markers, blue reflective pavement markers identifying fire hydrants (included in Detail 22 cost regardless of which street a hydrant is located on), replacement of damaged stripes,

and pavement surface preparation, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

Thermoplastic Pavement Markings including letters, turn arrows, symbols, limit lines, and crosswalks shall be measured and paid for by the **SQUARE FOOT**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing pavement markings, replacement of damaged pavement markings, and pavement surface preparation, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

The square foot area of pavement markings will be determined from the most recent State Standard Plans.

Removal of existing traffic stripes shall be included in the various items of work involved and no separate payment shall be allowed therefore.

9.00 ELECTRICAL SYSTEMS

The work shall conform to the provisions of Sections 86, "Electrical Work," and 87, “Electrical Systems,” of the State Standard Specifications, the information shown on the Plans, City of Rocklin Standard Drawing #8-5, and these Special Provisions.

In general, the work consists of the following items:

1. Installation of inductive loop detectors; and
2. Installation of a detector handhole

Traffic signal work is located at the following location:

1. Stanford Ranch Rd./Stoney Rd.

9.01 LOOP DETECTORS

The Contractor shall be responsible for locating and marking the positions of all traffic signal loops. All locations shall be approved by the Engineer before any work is performed.

The Contractor shall coordinate with the City of Rocklin’s Traffic Control and Lighting Technician, Andrew Linder, at 916-625-5520 or Andrew.Lindner@rocklin.ca.us. Work on or near existing traffic loops shall be meticulously planned and coordinated to identify the minimal impact necessary.

Once existing traffic loops are removed, the Contractor shall furnish and install temporary video camera detectors to maintain traffic signals in continuous operation until new traffic loops can be installed.

All vehicle detectors shall be cut in and be inductive loop detector Type “A” and “D”.

Loop wire shall be Type 2 as noted in Section 86-1.02F(2)(c)(iii), “Inductive Loop Conductors,” of the State Standard Specifications and be THWN or XHHW, in polyethylene, or vinyl, tubing, # 14 stranded copper.

Lead-in cable shall be Type B copper per Section 86-1.02F(3)(d)(iii), “Detector Lead-in Cables,” of the State Standard Specifications.

Inductive loop detector includes a completely installed loop or group of loops in the roadway, and a lead-in cable installed and connected inside a controller cabinet. Vehicle detection loops shall be cut into the newly paved asphalt surface within 72 hours following paving operations. Contractor shall furnish loop continuity test results to the City within 24 hours of splicing.

Verify in the presence of the Engineer or Traffic Supervisor that the loops are operational before making the final splices between loop conductors and the lead-in cable.

Identify and tag each lead-in cable with the detector designation at the cabinet and pull box adjacent to the loops.

9.02 DETECTOR HANDHOLES

Detector Handholes shall be installed in accordance with these Special Provisions and Plan ES-5D, of the State Standard Plans.

9.03 MEASUREMENT AND PAYMENT

Installation of loop detectors shall be measured and paid for per **EACH**. The contract unit price paid for installation of the loop detectors as shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved to construct a complete and functioning traffic signal loop detection system at the various traffic signals, complete and in place. The work shall include, but is not limited to, supplying and installing traffic signal loops, loop wire, detector lead-in cables (DLCs) where existing DLCs are unable to be reused at the sole discretion of the Engineer, termination inside controller cabinets of DLCs, coordination with City of Rocklin staff to confirm proper vehicle detection, and all incidentals, as shown on the plans, as detailed in the State Standard Specifications, these Special Provisions and as directed by the Engineer and no additional payment shall be allowed therefore.

Installation of detector handholes shall be measured and paid for per **EACH**. The contract unit price paid for installation of the detector handholes as shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved, complete and in place. The work shall include, but is not limited to, supplying and installing detector handholes, as shown on the plans, as detailed in the State Standard Specifications, these Special Provisions and as directed by the Engineer and no additional payment shall be allowed therefore.

10.00 QUALITY ASSURANCE PROGRAM

The City has a Caltrans approved Quality Assurance Program (QAP), which can be found in appendix A, that will ensure the materials and workmanship incorporated into the construction project conform to the requirements of the contract plans and Special Provisions, including approved changes.

Material testing and sampling noted in the QAP shall be done in accordance with California Test Method (CTM) procedures. The QAP specifies which CTM to follow depending upon the material in question.

10.01 ACCEPTANCE TESTING

At a minimum, and as outlined in the City's QAP, the following materials shall be sampled and tested for acceptance into the project:

1. Hot Mix Asphalt
2. Hot Mix Asphalt (Aggregates)
3. Aggregate Base
4. Soil Subgrade

See Attachment 1, Acceptance Sampling and Testing Frequencies, in the QAP for frequency tables.

The Contractor shall coordinate with the Engineer or batch plant for material sampling and testing. The City's independent consultant shall have full access to all areas of the worksite necessary to fulfill the requirements of the City's QAP.

Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the City's records, including a description of the corrective measures taken by the Contractor. Any material tested and found out of compliance with these Special Provisions and the QAP shall be removed and replaced at no cost to the City.

For clarification purposes, the City's materials testing consultant will complete Local Assistance Procedures Manual (LAPM) Exhibit 16-Z2, Acceptance Testing Results Summary Log, outlining the results of all testing, a copy of which can be provided to the Contractor upon request.

Compaction testing of hot mix asphalt shall be per State Standard Specifications and while aggregate base shall achieve 95% relative compaction.

10.02 CERTIFICATE OF COMPLIANCE

The Contractor shall review Local Assistance Procedures Manual (LAPM) Exhibit 16-T1, Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications, and submit certificates of compliance (COCs) for all materials listed which are to be used in the construction of this project. The current version of this form is located at the following website: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

COCs shall be project specific (no generic forms accepted), approved before material is incorporated into the project, and include, at a minimum, the following information:

- Statement that the material complies with the specifications;
- Certified material lot number matching lot tags affixed or stenciled to the released materials; and
- Signature of authorized manufacturer representative.

COCs shall be approved by the City prior to any progress payments being made to the Contractor for the material covered by the COC.

10.03 MEASUREMENT AND PAYMENT

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

Appendix A









Construction Quality Assurance Program

City of Rocklin
State of California

July
2023-2028

ROCKLIN
CALIFORNIA

Approved:

Hunter Young

Hunter Young, City Engineer
License #: C76228 (Expires 6/30/2024)
Date: 6/30/2023

TABLE OF CONTENTS

Table of Contents 1

1.0 INTRODUCTION 1

1.1 Purpose and Scope 1

2.0 APPLICABILITY 1

3.0 APPROVAL 1

4.0 TESTING REQUIRED 1

4.1 Acceptance Testing 2

4.2 Timing 2

4.3 Test Methods 2

4.4 Frequency 2

4.5 Tests to be Performed 2

4.6 Test Result Reporting Guidelines 2

4.7 Summary Logs 2

4.8 Minor Quantities 3

4.9 Re-testing 3

5.0 INDEPENDENT ASSURANCE SAMPLING AND TESTING (IAST) 3

5.1 Applicability 3

5.2 IAST Testers 3

5.3 Frequency of IAST 3

6.0 TESTING OF MANUFACTURED AND ASSEMBLED MATERIALS 4

6.1 Certificate of Compliance 4

6.2 Applicable Materials 4

6.3 Source Inspection 4

6.4 Documentation 4

6.5 Re-Testing 4

7.0 COORDINATING SAMPLING AND MATERIAL TESTING 5

7.1 Construction Documents 5

7.2 Sampling and Testing Options 5

7.3 Engineer in Charge 5

7.4 Contractor Influence 5

7.5 Certification of Laboratory Personnel 5
7.6 Laboratory Equipment Calibration 5
7.7 Records 6
7.8 Project Certification 6
APPENDIX A 7
APPENDIX B 10
Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications 11

CONSTRUCTION QUALITY ASSURANCE PROGRAM

1.0 INTRODUCTION

This document presents the Quality Assurance Program guidelines for the City of Rocklin (City).

1.1 PURPOSE AND SCOPE

This Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated into the City's construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. The following elements of the QAP are procedures for:

- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

2.0 APPLICABILITY

This QAP applies to City projects off the National Highway System (NHS) and off the State Highway System (SHS).

On-NHS Projects

On-NHS projects are governed by Caltrans' FHWA-approved QAP, found in Section 16.11 of the 2023 Local Assistance Procedures Manual (LAPM), Chapter 16.

Off-NHS Projects

Off-NHS Federally funded projects are governed by the procedures of this City of Rocklin QAP. Its use is mandatory for Federal-aid projects and is recommended for other City street and highway projects. This local QAP is based upon the requirements for local QAP's contained in the aforementioned Section 16.11 of the LAPM and the Caltrans QAP Manual.

3.0 APPROVAL

This local QAP has been approved by the City Engineer, who is a registered Civil Engineer. It shall be kept on file and available for review.

4.0 TESTING REQUIRED

General

This local QAP describes procedures for three types of required testing.

4.1 ACCEPTANCE TESTING

This Section provides procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.

4.2 TIMING

Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the Resident Engineer (RE) and contractor.

4.3 TEST METHODS

Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.

4.4 FREQUENCY

Sampling and testing shall occur in accordance with the attached frequency tables (Appendix A). The tables are intended as a guide: the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

4.5 TESTS TO BE PERFORMED

The tests to be performed shall be in accordance with Caltrans Standard Specifications as modified by the project Special Provisions, except as modified in writing by the City Engineer. As a guideline, the following tests comprise a minimum scope for commonly used materials:

- Aggregate Base: Sieve Analysis, Sand Equivalent, R-Value, and Durability for each new source.
- Aggregate Sub-base: Sieve Analysis, Sand Equivalent, and R-Value
- Asphalt Concrete: Maximum Density, In-Place Density (relative compaction) at the site.
- Concrete: Compressive Strength, minimum of three cylinders per sample.

4.6 TEST RESULT REPORTING GUIDELINES

Results should be submitted to the RE within five (5) working days of sampling, or as dictated by the construction schedule. Results may be expedited by transmitting via fax, telephone, or email.

4.7 SUMMARY LOGS

Materials Testing Summary Logs shall be maintained by the Resident Engineer (RE) for each material requiring multiple sampling and testing. Log data shall include date, time, station location, test sample depth, approximate quantity of sample material, test result, and tester.

4.8 MINOR QUANTITIES

Relatively minor quantities of materials from a known reliable source may be accepted with testing if:

- The RE performs visual examination of materials, or
- The manufacturer or supplier certifies that the material furnished complies with specification requirements.
- The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.

Such records of acceptance shall be placed in the RE's project files with related inspection notes.

Examples of maximum "minor" quantities" include (From LAPM 16.11):

- Bituminous material: 100 gallons per project
- Aggregates used for other than Portland cement concrete: 100 tons per day or 500 tons per project.
- Bituminous mixtures: 50 tons per day or 500 tons per project

4.9 RE-TESTING

Failing test results require re-testing to isolate the failed area. The log summary shall cross reference the re-test to the initial failed test.

5.0 INDEPENDENT ASSURANCE SAMPLING AND TESTING (IAST)

Definition

The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated.

5.1 APPLICABILITY

IAST procedures are required for federally funded projects on and off the National Highway System (NHS). For on-NHS projects LAPM 16.11 procedures apply. For off-NHS projects, the City will verify that its consultant laboratory's QAP includes IAST procedures for "testing the testers". IAST procedures are optional, and may be required at the discretion of the City Engineer, for non-federally funded projects.

5.2 IAST TESTERS

Only persons holding an Independent Assurance Sampler Tester Certificate may perform IAST. These may include individually certified Caltrans or City Resident Engineer (RE) or laboratory personnel of consultant testers. Testers shall be free of conflict of interest if also performing other testing work.

5.3 FREQUENCY OF IAST

The IAST frequency shall be as specified in the consultant laboratory's QAP for each project where IAST is required.

6.0 TESTING OF MANUFACTURED AND ASSEMBLED MATERIALS

Definition

This section provides methods for inspecting, accepting and testing materials that are manufactured or prefabricated off the project site.

6.1 CERTIFICATE OF COMPLIANCE

The City may accept manufactured products, materials, or assemblies if accompanied by a Certificate of Compliance (COC), provided they do not involve structural integrity or safety to the public. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform in all respects to the project specifications for the material.

6.2 APPLICABLE MATERIALS

Contract documents shall specify that materials require a Certificate of Compliance (or optional Source Inspection). Materials Accepted by Certificate of Compliance are listed in Appendix B of this QAP.

6.3 SOURCE INSPECTION

As an alternative to a Certificate of Compliance, the City or its consultant, may perform a Source Inspection in accordance with LAPM 16.11. Caltrans no longer provides source inspection for projects off the State Highway System (SHS).

6.4 DOCUMENTATION

The COC must be furnished before the material is incorporated into the work and must include:

- Project Number
- Certified material lot number matching lot tags affixed or stenciled to the released materials
- Manufacturer's signature
- A statement that the material complies with the specifications of the contract

All materials accepted on the basis of a signed COC shall be documented in the inspector's daily reports. The Resident Engineer shall ensure that COC's are furnished with material deliveries and are kept in the RE's project file.

6.5 RE-TESTING

Manufactured products, materials or assemblies used on the basis of a Certificate of compliance may be sampled again at the job site and tested at any time during the life of the contract. Items found not in conformance with contract requirements must be rejected whether in place or not.

7.0 COORDINATING SAMPLING AND MATERIAL TESTING

7.1 CONSTRUCTION DOCUMENTS

The City does not provide its own testing and inspection of materials. Provisions for such services shall be arranged prior to advertising a project and addressed appropriately in the construction documents.

7.2 SAMPLING AND TESTING OPTIONS

The City may select from the following sources to perform sampling and testing:

- Another agency's laboratory
- Caltrans' laboratory
- Private consultant laboratory

7.3 ENGINEER IN CHARGE

All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall verify results of tests performed under their supervision.

7.4 CONTRACTOR INFLUENCE

The contractor shall not select of exercise any authority over the laboratory utilized.

7.5 CERTIFICATION OF LABORATORY PERSONNEL

The following certification requirements shall apply:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, consultant laboratory and their sub-consultants.
- For off-NHS projects, certification of personnel for AT and IAST shall be either Caltrans or similar certification acceptable to the City Engineer.
- Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project files.
- Sampling and testing by an uncertified person is acceptable upon assurance by the RE that the uncertified person is competent to perform the work.

7.6 LABORATORY EQUIPMENT CALIBRATION

The City shall obtain documentation of consultant laboratory's calibration of its equipment in accordance with LAPM 16.11 and nationally recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to the City. Calibration of laboratory equipment (E.g. sand cones, scales, moisture tests, slump cones, air meters) shall occur on regular, appropriate intervals not exceeding one year.

7.7 RECORDS

City's QAP and consultant's QAP material record of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project files. For Federally funded projects, records shall be retained for a period of three (3) years.

7.8 PROJECT CERTIFICATION

Upon project completion, the RE shall complete and sign a "Materials Certificate" (Caltrans LAPM Exhibit 17-G). The Certificate shall be retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.

APPENDIX A

ACCEPTANCE SAMPLING AND TESTING FREQUENCIES

Portland Cement Concrete (PCC)				
Materials to be Sampled or Tested	**Sample Size**	**Sampling/Testing Frequency**	**Typical Test Methods**	**Description or Comments**
Freshly Mixed Concrete (Sampling)	Approx. 150 ob. (or 1 cu. Ft.) near mixer discharge	When tests are required, take at least one sample for each 500 to 1000 cubic yards (CY) of PCC	ASTM C172, C685 CTM 539	
Freshly Mixed Concrete (Testing)	Approx. 150 ob. (or 1 cu. Ft.) near mixer discharge	On projects with 500 CY or more test at least on sample per job.	ASTM C143	**Slump Test**
Freshly Mixed Concrete (Testing)	Approx. 150 ob. (or 1 cu. Ft.) near mixer discharge	On projects with 500 CY or more test at least on sample per job.	ASTM C360	**Ball Penetration**
Freshly Mixed Concrete (Testing)	Approx. 150 ob. (or 1 cu. Ft.) near mixer discharge	On projects with 500 CY or more test at least on sample per job.	ASTM C231 CTM 504	**Air content**
Freshly Mixed Concrete (Testing)	Approx. 150 ob. (or 1 cu. Ft.) near mixer discharge	Fabricate at least three (3) concrete cylinders per sample. Test for compressive strength at least once for each 500 to 1000 CY of structural concrete.	ASTM C39 CTM 521	Fabricate **6"x12"** cylinders. Test at **7** days, and **28** days.
Soils and Aggregates				
Materials to be Sampled or Tested	**Sample Size**	**Sampling/Testing Frequency**	**Typical Test Methods**	**Description or Comments**
Aggregate (Sampling)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM D75 CTM 125	**Random sampling**
Fine Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM C128 CTM 208	**Specific Gravity**
Fine Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM C128 CTM 207	**Bulk Specific Gravity and absorption**
Course Aggregate (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	CTM 206	**Cleanness**
Course Aggregate (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM C127 CTM 227	**Specific Gravity and Absorption**
Soils and Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM C136 CTM 202	**Sieve analysis**
Soils and Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM D2419 CTM 217	**Sand Equivalent**
Soils and Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM D3744 CTM 229	**Durability Index**
Soils and Aggregates (Testing)	One 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM D2844 CTM 301	**R – Value**
Soils and Aggregates (Testing)	One random location for every 2500 sq. ft.	Take one sample for every 500 to 1000 tons of material	ASTM D2922 CTM 231	**Field Density** using a nuclear gage
Soils and	One random	Take one sample for every 500 to 1000	ASTM D3017	**Water content**

Aggregates (Testing)	location for every 2500 sq. ft.	tons of material	CTM 231	using a nuclear gage
Soils and Aggregates (Testing)	One (1) 50 lb. sample	Take one sample for every 500 to 1000 tons of material	ASTM D1557	Maximum **density** and optimum **moisture** content
Asphalt Concrete				
Materials to be Sampled or Tested	**Sample Size**	**Sampling/Testing Frequency**	**Typical Test Methods**	**Description or Comments**
Asphalt Concrete (Sampling)	Obtain one (1) 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5000 tons of asphalt concrete placed	ASTM D75, D140, D979 CTM 125	---
Asphalt Concrete (Testing)	Obtain one (1) 30-lb. sample each day of production	At least one sample for each 5000 tons of asphalt concrete placed	ASTM D1188, D1560, D1561, D5361 CTM 304	**Maximum density and relative compaction**
Asphalt Concrete (Testing)	Obtain one (1) 30-lb. sample each day of production	At least one sample for each 5000 tons of asphalt concrete placed	ASTM C117, D2172	**Gradation**
Asphalt Concrete	Sample any test location (random)	One test for every 1000 tons of asphalt concrete placed	ASTM D2950 CTM 375	**Field density** by nuclear gage
Asphalt Concrete	One (1) 10-lb. sample	One sample per day	ASTM D1560, D1561 CTM 366	**Stability**

EXHIBIT 16-T1: CONSTRUCTION MATERIALS REQUIRING A CERTIFICATE OF COMPLIANCE PER CALTRANS STANDARD SPECIFICATIONS

Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
6-1.04 BUY AMERICA		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	Welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	Plastic traffic drums	COC
12-3.20A(3)	Type K temporary railing	COC
12-3.23A(3)	Attenuator	COC
12-3.32A(3)	Portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMP. CONCRETE WASHOUTS		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	High-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
20-3 PLANTING		
20-2.08A(3)	Sod	COC
	Soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC
	Bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	Stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	Cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	Base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + permits & submittals

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
37-5 PARKING AREA SEALS		
37-5.01C	Parking area seal material	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	Crack treatment materials	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	Liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		
41-5 JOINT SEALS		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	Structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
51 CONCRETE STRUCTURES		
51-1.01C(3)	Bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3)	Polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	Sealant	COC + test reports & samples
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)(c)	Elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	Concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(4)	Headed bar reinforcement	COC + test reports
52-6 SPLICING		
52-6.01C(5)	Service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		
54-3.01C	Preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	Preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	Plastic lumber	COC + test report & sample

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	Blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	Wire feedstock	COC
60-3.04B POLYESTER CONCRETE OVERLAYS		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC
64 PLASTIC PIPE		
64-1.01C	Plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
67-3 METAL LINE PLATE PIPE		
67-3.01C	Metal liner plate pipe	COC + mill test reports
68 SUBSURFACE DRAINS		
68-1.01C	Subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	Geocomposite drain	COC + flow capability graph

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
69 OVERSIDE DRAINS		
69-1.01C	Steel pipe piles	COC
	Aluminum	COC
	Plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	Grated line drains	COC + docu. & inspec. report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	Reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	Gabion basket	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	Anchorage devices	COC
75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM		
75-3.01C(2)	Fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	Pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Screened-process colors	COC
	Nonreflective, opaque, black film	COC
	Protective overlay film	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
82-5 MARKERS		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	Thermoplastic	COC + autho., SDS & data sheet
	Paint	COC + autho., SDS & data sheet
	Glass beads	COC + autho., SDS & data sheet
	Thermoplastic primer	COC + test results
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	Signal heads	COC + test data
	Visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	High mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	Cementitious materials	COC + app. signature
	Blended cement	COC + app. signature
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	Minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	Aggregate	COC + certified weight
	Cementitious materials	COC + certified weight
	Admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	Asphaltic emulsion	COC + reports

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
95 EPOXY		
95-1.01C	Epoxy	COC
96 GEOSYNTHETICS		
95-1.01C(1)	Geosynthetic	COC + test samples

* For those materials requiring additional information on or with the COC, see specification.

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Bluffs Subdivision Road Reconstruction Phase II	
DATE: April 16, 2026	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Consolidated Engineering Inc.	$673,284.00	$	✓	✓
2. B & M Civil LLC	$849,690.00	$	✓	✓
3. All Phase Construction	$661,667.00	$	✓	✓
4. Martin General Engineering Inc.	$765,004.00	$	✓	✓
5. Central Valley Engineering & Asphalt Inc.	$740,880.00	$	✓	✓
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

4/16/26
Date

Avinta Singh, City Clerk

4/15/2026
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Park Drive Dig Outs Bid Award

Date: May 26, 2026

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Park Drive Dig Outs Project to JB Bostick Company and Authorizing the City Manager to Execute an Agreement with JB Bostick Company.

Background:
The Park Drive Dig Outs project is part of the Pavement Management Program (Program No. 50007) and is included in the 2026-2031 Capital Improvement Program and the Fiscal Years (FY) 2025-2027 Operating Budget, both approved by the City Council on June 24, 2025. This project consists of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete on various roads within the City.

The bid for the Park Drive Dig Outs Project was advertised on March 13, 2026, with the bid opening on Wednesday, April 1, 2026. Ten (10) bids were received from the following companies (see Attachment 3):

CONTRACTOR (LOCATION)	BID
JB Bostick Company (Roseville)	$216,392.00
Central Valley Engineering & Asphalt, Inc. (Roseville)	$236,398.00
RNR Paving, Inc. (Hayward)	$240,312.49
Martin General Engineering, Inc. (Rancho Cordova)	$295,495.00
Martin Brothers Construction (Sacramento)	$308,264.00
Action Asphalt & Concrete (Sacramento)	$313,055.00
LaFleur Engineering, Inc. (Roseville)	$327,695.00
Always Paving, Inc. (Hayward, CA)	$330,375.00
Vintage Paving Company, Inc. (Winters)	$389,975.00
Western Engineering Contractors, Inc. (Loomis)	$475,129.00

Staff has reviewed the bids for sufficiency, confirmed they were responsive, and determined JB Bostick Company submitted the lowest responsible bid. Staff recommends that the City Council award the contract to JB Bostick Company.

In addition, a contingency amount of twenty percent (20%) of the contract, in the amount of $43,278.40, is recommended, bringing the total authorized project amount to $259,670.40.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Park Drive Dig Outs project and determined that it falls under the previously approved Notice of Exemption for the City of Rocklin Dig Outs projects, Resolution 2018-115, and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301 and 15302.

Fiscal Impact:
There is no fiscal impact to the General Fund. Funding for Program No. 50007 has been appropriated through the 2026-2031 Capital Improvement Program and is budgeted within the SB1 – Road Maintenance & Rehab Allocation Fund (Fund 205) and the SB 325 Sales Tax Fund (Fund 210).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. Bid Summary

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE PARK DRIVE DIG OUTS PROJECT TO JB BOSTICK COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JB BOSTICK COMPANY

WHEREAS, the Park Drive Dig Outs project consists of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete on various roads within the City; and

WHEREAS, the project was advertised for bids on March 13, 2026, and bids were opened on Wednesday, April 1, 2026, after which they were examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsive and responsible bid in the amount of $216,392.00 was submitted by JB Bostick Company, and staff recommends that the contract for the project be awarded to JB Bostick Company; and

WHEREAS, a contingency amount of twenty (20%) percent of the contract, in the amount of $43,278.40, is approved by the City Council, and the City Manager is authorized to utilize these funds provided that adequate appropriations are available, bringing the total authorized project amount to $259,670.40; and

WHEREAS, this project is funded using SB1 – Road Maintenance and Rehab Allocation Funds (205).

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the Park Drive Dig Outs project to JB Bostick Company, in an amount not-to-exceed $216,392.00 and authorizes the City Manager to execute an Agreement with JB Bostick Company, in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with JB Bostick Company for the Project in the additional contingency amount of up to $43,278.40.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 26, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **JB-TC VENTURES, LLC. DBA JB BOSTICK COMPANY,** a Limited Liability Company (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, all Attachments (Attachments A-M), including but not limited to, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, Appendix, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **PARK DRIVE DIG OUTS**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Two Hundred Sixteen Thousand, Three Hundred Ninety-Two Dollars and No Cents ($216,392.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within, Thirty (30) Working Days, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or

of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **Five Hundred Dollars and No Cents ($500.00)** for each **Calendar Day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may

be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning 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 acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that

this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

4/27/26
Date

Signature

Daniel Moore
Print Name

VP
Title

– See Attached

4/27/26
Date

Signature

Tim Buss
Print Name

President
Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

Date

APPROVED AS TO FORM:

DeeAnne Gillick, Assistant City Attorney

Date

ATTEST:

Avinta Singh, City Clerk

Date

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Placer

On April 27, 2026 (Date) before me, Shelly Fuentes, Notary Public (Name and Title of the Officer),

personally appeared Daniel Moore and Timothy Buss (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

SHELLY FUENTES
Notary Public - California
Placer County
Commission # 2445924
My Comm. Expires May 4, 2027

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.: TIC134034

PREMIUM: $2,164.00

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to JB-TC Ventures, LLC dba JB Bostick Company, hereinafter designated as the "Principal" a contract for Park Drive Dig Outs (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated May 26th, 2026, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and Trisura Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of Two Hundred Sixteen Thousand Three Hundred Ninenty Two and 00/100 Dollars DOLLARS, ($ 216,392.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of April, 2026, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: JB-TC Ventures, LLC dba JB Bostick Company

By: Daniel Moore / Vice President

Surety: Trisura Insurance Company

Address: 2 Stamford Plaza Suite 1504, 281 Tresser Boulevard Stamford, CT 06901

Telephone: (405) 583 6100

Alicia Grumbles Attorney in Fact: Alicia Grumbles

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC134034
Bond issuance date: April 27, 2026

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Kurt John Wagner, Alicia Grumbles

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the **11th** day of **December, 2020.**

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

George James, Chief Underwriting Officer, Surety

Trisura Insurance Company CORPORATE SEAL

On this **25th** day of **February, 2022**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Serena I Szekely seal

, a Notary Public of Connecticut
My Commission Expires: **10/31/2026**

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 27, 2026

Richard Grant

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On April 27, 2026 (Date) before me, Sandra R. Black (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Alicia Grumbles (Name(s) of Signer(s))

_____,

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

SANDRA R. BLACK
Notary Public - California
Sacramento County
Commission # 2540579
My Comm. Expires Dec 8, 2029

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Placer

On April 30, 2026 before me, Shelly Fuentes, Notary Public
Date *Name and Title of the Officer*

personally appeared Daniel Moore
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Shelly Fuentes
Signature of Notary Public

SHELLY FUENTES
Notary Public - California
Placer County
Commission # 2445924
My Comm. Expires May 4, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ATTACHMENT I

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.: TIC134034

PREMIUM: $2164.00

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to JB-TC Ventures, LLC dba JB Bostick Company, (hereinafter designated as "Principal") an agreement for Park Drive Dig Outs (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated May 26th, 2026, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and Trisura Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of Two Hundred Sixteen Thousand Three Hundred Ninenty Two and 00/100 Dollars DOLLARS, ($ 216,392.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other

applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of April, 2026, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: JB-TC Ventures, LLC dba JB Bostick Company

By: Daniel Moore / Vice President

Surety: Trisura Insurance Company

Address: 2 Stamford Plaza Suite 1504, 281 Tresser Boulevard Stamford, CT 06901

Telephone: (405) 583 6100

Alicia Grumbles Attorney in Fact: Alicia Grumbles

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC134034
Bond issuance date: April 27, 2026

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Kurt John Wagner, Alicia Grumbles

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the **11th** day of **December, 2020.**

"**RESOLVED,** that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

George James, Chief Underwriting Officer, Surety

Trisura Insurance Company CORPORATE SEAL

On this **25th** day of **February, 2022**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Serena I Szekely seal

, a Notary Public of Connecticut
My Commission Expires: **10/31/2026**

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 27, 2026

Richard Grant

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On April 27, 2026 (Date) before me, Sandra R. Black (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Alicia Grumbles (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

SANDRA R. BLACK
Notary Public - California
Sacramento County
Commission # 2540579
My Comm. Expires Dec 8, 2029

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Placer

On April 30, 2026 (Date) before me, Shelly Fuentes, Notary Public, (Name and Title of the Officer)

personally appeared Daniel Moore (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

SHELLY FUENTES
Notary Public - California
Placer County
Commission # 2445924
My Comm. Expires May 4, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By: _____

Title: Daniel Moore, VP

Address: 2175 PFE Rd, Ste C, Roseville, CA 95747

Date: 4/27/26

JB-TC Ventures, LLC by Daniel Moore, VP

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

DOCUMENTS SUBMITTED WITH BID BY BIDDER

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
Park Drive Dig Outs

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No.1: Attached as Exhibit A is the Pre-Bid Meeting Sign In Sheet.

Item No.2: Attached as Exhibit B is the Updated Plan Set.

Item No. 3: Attached as Exhibit C is the New Bid Item Detail.

Item No. 4: Questions that have been received and associated answers.

End of Addendum No. 1

Signature of Bidder: _____

JB-TC VENTURES, LLC dba JB BOSTICK COMPANY — 3/31/26

Contractor — Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
March 25, 2026, 10:00 a.m.
PARK DRIVE DIG OUTS

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	Dexter Rogers	Martin Gomez Engineering	916 215 7860	estimating@martinbrothers.net
2	Jeff Young	Leaf Clear Engineering	530 919-1397	gabaler-co.net
3	Shon Gatton	SS Boshch	916-737-9404	shon@ssboshch.net
4	DAVID DAMMING	Acton Asphalt & Concrete	916-945-0339	david.dbunning@actonasphalt.com
5	LUIS Salud	Pro Builders	916-225-0373	sebastian@saapbuilders.com
6	Eric Moore	Wilsden Engineering Contractors	916-632-3990	pdirmotion@wilsdeng.com
7	Ahmed Alnajm	Martin Brothers Construction	916-381-0911	estimating@martinbrothers.net odennis@martinbrothers.net
8	Lorenz Lemieux	Cemenac Valley Eng. & Asphalt	916-759-5619	Barley@cemvalley.com Lorenz@cemvalley.com
9	Chris Espey	ALL PHASE CONSTRUCTION	916-960-6033	Chris@ALLPHASEINC.COM
10	BRIAN PARKER	LAYTON CONSTRUCTION	530.741.6008	BPARKER@LAYTONCONSTRUCTION.COM
11	Roberto Nañez	RNL PAVING INC.	(510)673-2713	pavingrn@gmail.com
12	Harold Hurson	ALWAYS Paving Inc	(510) 789-6616	harold@alwayspavinginc.com

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
March 25, 2026, 10:00 a.m.
PARK DRIVE DIG OUTS

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
13	CARLOS DeLeon	ALL AMERICAN CONSTRUCTION	916 576-9093	CARLOS@ALL-AMERICANCONSTRUCTION INC.COM
14	Ed Carbahal	Vintage Paving Co	530 795 0132	EDC@VintagePaving.com
15	WILL WEGENER	ARROW CONSTRUCTION	916-960-7900	willw@arrowcon.com
16	Wexford Builders Inc Artiom Valayi	Wexford Builders Inc	916 806 6154	Artiomval@gmail.com
17				
18				
19				
20				
21				
22				
23				
24				

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

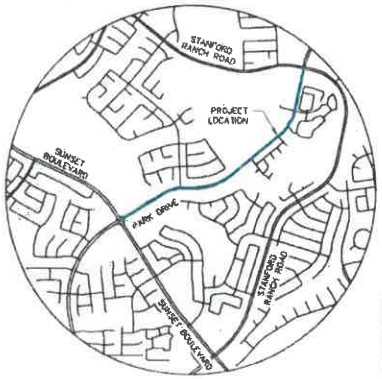
EXHIBIT B

Updated Plan Set

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

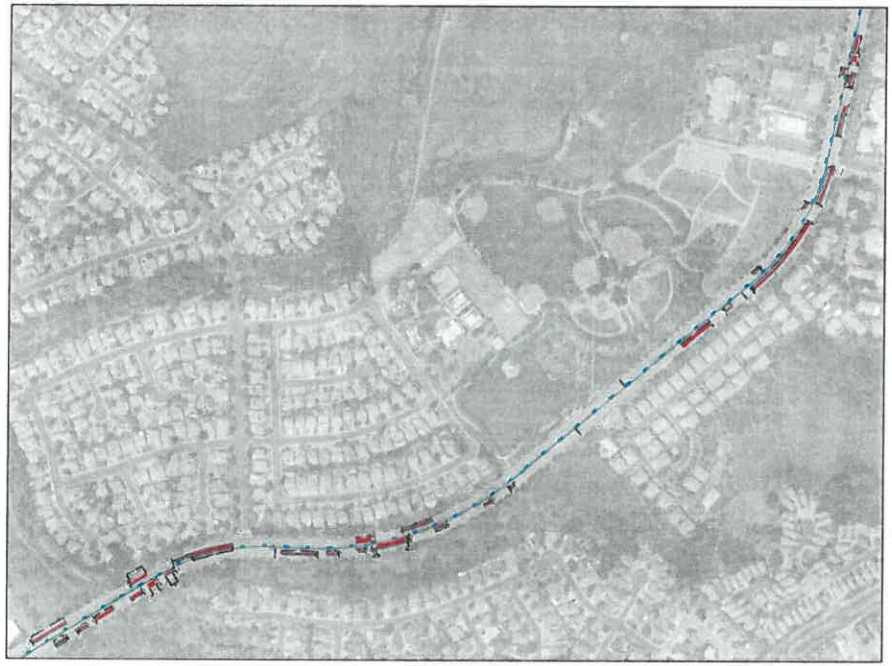
PARK DRIVE DIG OUT
PAVEMENT REHABILITATION

CITY OF ROCKLIN
PLACER COUNTY, CALIFORNIA
PUBLIC WORKS DEPARTMENT



VICINITY MAP

PROJECT LOCATION MAP



SHEET INDEX

DWG NO.	SHT NO.	DWG NAME
1	C-1	TITLE SHEET
2	C-2	GENERAL NOTES
3	C-3	DIG OUT SITE
4	C-4	DIG OUT STA. 4+00 TO 16+00
5	C-5	DIG OUT STA. 18+00 TO 29+00
6	C-6	DIG OUT STA. 29+00 TO 41+00
7	C-7	DIG OUT STA. 42+00 TO 53+00
8	C-8	DIG OUT STA. 53+00 TO 58+00 AND DIG OUT DETAIL AND T-CUT DETAIL

LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

CITY OF ROCKLIN COMMUNITY DEVELOPMENT DEPARTMENT
APPROVED BY: CITY ENGINEER _____ DATE _____
CITY OF ROCKLIN PUBLIC WORKS DEPARTMENT
APPROVED BY: DIRECTOR _____ DATE _____
SOUTH PLACER MUNICIPAL UTILITY DISTRICT
APPROVED BY: DISTRICT ENGINEER _____ DATE _____

UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
U.S.A.	-	-	(800) 642-2444
GAS & ELECTRICITY	P.G. & E.	KEVIN MEYERS	(916) 384-8092
WATER	PCWA	RICHARD WIRTH	(530) 823-4886
SEWER	SPMUD	CARIE HUFF	(916) 786-8555
DRAINAGE	CITY OF ROCKLIN	RICK LAWRENCE	(916) 625-5521
TRAFFIC SIGNALS	CITY OF ROCKLIN	ANDREW LINDNER	(916) 625-5520
TELECOM	ASTOUND	FRANK BARGIEL	(916) 315-3203
TELECOM	ATT	LEE NIETO	(916) 484-2384
TELECOM	CONSOLIDATED	LARRY MONTGOMERY	(916) 786-1217

CA: 1-800-227-2600
CALL BEFORE YOU DIG
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
PE/RCE

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: TITLE SHEET
ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:
DATE: 3/28/28
CITY PROJECT NO: 012726
DRAWING: C-1
SHEET: 1 OF 8

PROJECT NOTES:

1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER, OR ENGINEER.

2. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE/SHE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THIS PLAN. CALL "UNDERGROUND SERVICE ALERT" A MINIMUM OF 48 HOURS IN ADVANCE, NOT INCLUDING THE DATE OF NOTIFICATION, AT 811 OR (800) 227-2600 PRIOR TO ANY EXCAVATION.

3. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH THE CONTRACTOR MAY DISCOVER, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATIONS OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT TO THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.

5. PLACER COUNTY WATER AGENCY AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT REQUIRE AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE, NOTICE SHALL BE GIVEN AT LEAST 48 HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.

6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE THEIR WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.

9. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES INVOLVED IN THE DEVELOPMENT PRIOR TO BEGINNING OF WORK.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND/OR OTHER SURVEY MONUMENTS AND SHALL NOTIFY THE CITY OF ROCKLIN'S DEPARTMENT OF PUBLIC WORKS OF ANY DAMAGED OR REMOVED CITY, STATE, OR BUREAU MONUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED MONUMENTS.

STREETS

1. PLACEMENT OF PROPOSED PUBLIC IMPROVEMENTS AND PROPOSED ONSITE IMPROVEMENTS SHALL NOT BE LIMITED TO THESE PLANS, BUT BE BUILT IN ACCORDANCE WITH THE CITY OF ROCKLIN'S IMPROVEMENT STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER.

STREETS (CONT'D)

2. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT THE CENTER OF ALL CURB RETURNS.

3. ALL UTILITY TRENCHING TO BE DONE AS PER TRENCH DETAILS.

4. CONSTRUCT MONUMENT BOXES PER CITY OF ROCKLIN IMPROVEMENTS, STANDARD DRAWING 3-34.

5. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK TO ASSURE THAT ALL UNDERGROUND CONDUITS AND UTILITIES ARE INSTALLED PRIOR TO PAVING. ALL PIPE IN PAVED AREAS SHALL BE PLACED PRIOR TO PLACING AGGREGATE BASE. NO CURB, GUTTER, SIDEWALK, OR AGGREGATE BASE SHALL BE PLACED UNTIL ALL UNDERGROUND UTILITIES ARE INSTALLED.

6. EXISTING A.C. SURFACE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE AND VERTICAL EDGE OF GUTTER LIP SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE CONTRACTOR SHALL PREVENT SAW CUT MATERIAL FROM ENTERING DRAINAGE STRUCTURES, WATERWAYS, DRAINAGE SWALES, ETC.

7. TRAFFIC CONTROL PROCEDURES SHALL CONFORM TO THE MOST RECENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF ROCKLIN FOR THE METHOD OF TRAFFIC CONTROL PRIOR TO STARTING CONSTRUCTION.

EARTHWORK AND GRADING

1. THE CONTRACTOR SHALL CONTACT THE CITY OF ROCKLIN'S DEPARTMENT OF PUBLIC WORKS 48 HOURS PRIOR TO THE START OF EARTHWORK AND GRADING CONSTRUCTION.

2. GRADING SHALL NOT OCCUR ON THE PROJECT AREA UNTIL ALL EXISTING UTILITIES, TREES, AND SENSITIVE AREAS TO BE SAVED ARE ADEQUATELY PROTECTED PER THE CITY OF ROCKLIN CONSTRUCTION SPECIFICATIONS.

3. ALL UNSUITABLE AND SURPLUS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS THE ENGINEER SPECIFIES OTHERWISE.

4. THE CONTRACTOR SHALL AT ALL TIMES CONFORM TO A DUST CONTROL PLAN. PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITY, A DUST CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. THE DUST CONTROL PLAN SHALL SPECIFY MEASURES TO REDUCE DUST POLLUTION DURING ALL PHASES OF CONSTRUCTION. AREAS SURROUNDING THE WORK SHALL BE KEPT CLEAN AND RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF CONTRACT. GRADING SHALL NOT OCCUR WHEN WIND SPEED EXCEEDS 10 MPH CONTINUOUSLY FOR MORE THAN 1 HOUR.

5. THE CONTRACTOR SHALL DO THE FOLLOWING IF GRADING AND CLEARING IMPROVEMENTS ARE INCOMPLETE BY OCTOBER 1ST:

   - INSTALL EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2% OR GREATER
   - PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA
   - GRADE GUTTER SAG POINTS TO DRAIN. PROVIDE FOR DRAINAGE FROM ENDS OF IMPROVEMENTS.
   - PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEM AND CLEAN PIPES AS PER SPECIFICATION SECTION SS62.
   - SEAL OFF ALL SANITARY SEWER CONNECTIONS TO EXISTING SYSTEMS

6. THE CONTRACTOR SHALL MAINTAIN WINTERIZATION FACILITIES AT ALL TIMES UNTIL THE CITY ACCEPTS THE ROAD IMPROVEMENTS.

7. THOSE ENGAGED IN CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CITY OF ROCKLIN'S CONSTRUCTION NOISE COMPATIBILITY GUIDELINES, INCLUDING RESTRICTING CONSTRUCTION NOISE GENERATING ACTIVITIES WITHIN OR NEAR RESIDENTIAL AREAS TO BETWEEN 7:00 A.M. AND 7:00 P.M. ON WEEKDAYS AND 8:00 A.M. AND 7:00 P.M. ON WEEKENDS TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR OR BUILDING OFFICIAL.

SEWER

1. ALL WORK PERTAINING TO THE SANITARY SEWER SYSTEM SHALL BE COMPLETED IN ACCORDANCE WITH THE SPMUD STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION.

SEWER (CONT'D)

2. THE CONTRACTOR SHALL NOTIFY SPMUD 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE (916) 786-8555.

3. THE CONTRACTOR SHALL PROVIDE SPMUD WITH 24-HOUR EMERGENCY CONTACT INFORMATION (NAME, TITLE, TELEPHONE NUMBER) PRIOR TO START OF WORK.

4. DEBRIS THAT ENTERS THE SEWER SYSTEM AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REMOVED, PER THE DIRECTION OF SPMUD, AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO CLEAN THE SYSTEM, OR A PORTION OF THE SYSTEM, AS INDICATED BY THE POST CONSTRUCTION CCTV INSPECTION, AFTER ALL OTHER WORK HAS BEEN COMPLETED.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING FLOWS AND SHALL BE LIABLE FOR ALL EXISTING SEWER FACILITIES WITHIN THE SCOPE OF THE PROJECT UNTIL ALL IMPROVEMENTS ARE COMPLETED.

6. THE CONTRACTOR SHALL ACCURATELY REFERENCE, MARK, AND DOCUMENT ALL SPMUD SEWER STRUCTURES, IN A WAY ACCEPTABLE TO SPMUD, PRIOR TO REMOVING CASTINGS, COVERS, ETC., IF APPLICABLE. REFERENCE MARKINGS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SEWER STRUCTURES SHALL BE MADE ACCESSIBLE AS SOON AS POSSIBLE AFTER CONSTRUCTION. IN SOME CASES, SPMUD MAY REQUIRE THAT MANHOLES BE KEPT ACCESSIBLE AT ALL TIMES. CASTINGS, COVERS, ETC. SHALL BE SET TO GRADE IN ACCORDANCE WITH CITY OF ROCKLIN STANDARDS.

7. ADJUSTING SEWER MANHOLES TO GRADE. GRADE RINGS SHALL TOTAL A MINIMUM OF 3-INCHES AND A MAXIMUM 11-INCHES IN HEIGHT. ANY MANHOLE THAT CANNOT BE SET TO GRADE IN ACCORDANCE WITH THIS STANDARD WILL REQUIRE A BARREL OR CONE SECTION REPLACEMENT TO ACHIEVE PROPER GRADE.

8. PRIOR TO THE START OF ANY GRADING OR CONSTRUCTION, A PRE_CONSTRUCTION CCTV INSPECTION SHALL BE PERFORMED ON ALL SEWER PIPES WITHIN THE SCOPE OF THE PROJECT TO DOCUMENT PRE-CONSTRUCTION CONDITIONS. SPMUD HAS PERFORMED THIS INSPECTION AND HAS VIDEO AND RELATED DOCUMENTATION ON FILE. THE CONTRACTOR MAY ELECT TO UTILIZE THE EXISTING SPMUD CCTV INSPECTIONS AS THEIR PRE-CONSTRUCTION CONDITION. IF THE CONTRACTOR ELECTS TO PERFORM THEIR OWN PRE-CONSTRUCTION CCTV INSPECTION, IT SHALL BE AT THEIR OWN EXPENSE AND IN ACCORDANCE WITH SPMUD STANDARDS. UPON COMPLETION OF CONSTRUCTION AND JUST PRIOR TO FINAL SURFACING, THE CONTRACTOR SHALL RE-CCTV THE SAME EXISTING SEWER AND ALL NEWLY CONSTRUCTED SEWER. ANY INDICATED DAMAGE OR DEBRIS SHALL BE REPAIRED AND/OR CLEANED AT THEIR EXPENSE. ALL CCTV WORK TO BE IN ACCORDANCE WITH SPMUD STANDARD SPECIFICATIONS AND IN THE PRESENCE OF SPMUD.

9. IMMEDIATELY PRIOR TO COMMENCEMENT OF SLURRY SEAL OPERATIONS, ALL SEWER MANHOLES, BOXES, AND MISCELLANEOUS FRAMES SHALL BE PROTECTED BY THOROUGHLY COVERING THE SURFACE WITH AN APPROPRIATE ADHESIVE OF PAPER OR PLASTIC. DIESEL SHALL NOT BE UTILIZED AS A PROTECTIVE MEASURE. NO ADHESIVE MATERIAL SHALL BE PERMITTED TO COVER, SEAL, OR FILL THE JOINT BETWEEN THE FRAME AND COVER OF THE STRUCTURE. COVERS ARE TO BE UNCOVERED AND CLEANED OF SLURRY MATERIAL PRIOR TO OPENING THE ROAD TO TRAFFIC.

10. PRIOR TO REMOVING ANY FRAME AND COVER, A FALSE BOTTOM SHALL BE INSTALLED SPANNING ACROSS THE BENCH OF THE MANHOLE THAT PROHIBITS DEBRIS FROM ENTERING THE DISTRICT'S SEWER SYSTEM. FALSE BOTTOMS SHALL BE INSTALLED THAT ALLOW EXISTING FLOW TO REMAIN UNOBSTRUCTED.

11. ACCESS TO SEWER STRUCTURES AND FACILITIES SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

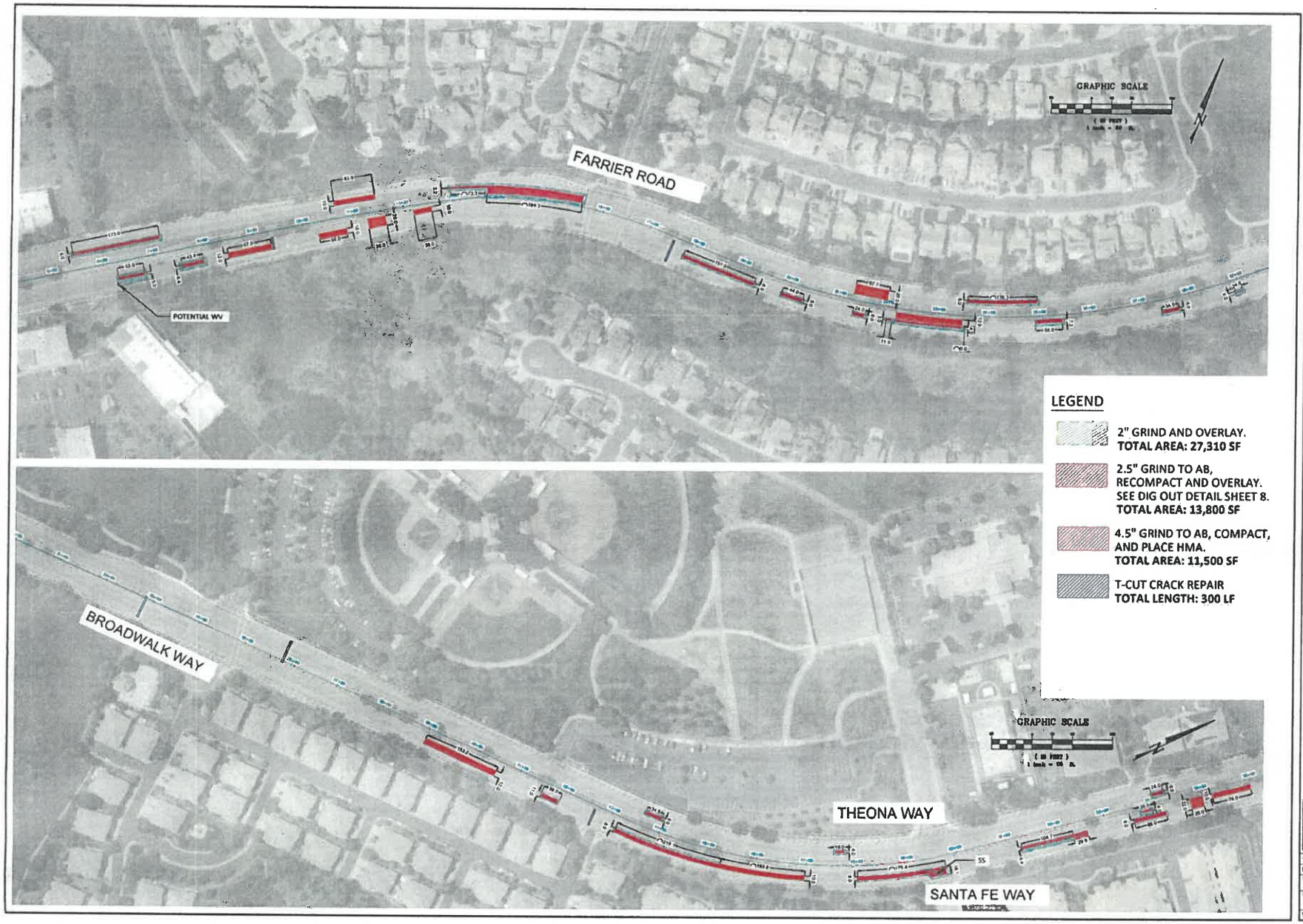
DESIGNED: MS
DRAWN: MS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: GENERAL NOTES
ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:
DATE: 3/25/25
CITY PROJECT NO.: 012726
DRAWING: C-2
SHEET: 2 OF 8



PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: DIG OUT SITE
ROCKLIN COUNTY OF PLACER CALIFORNIA

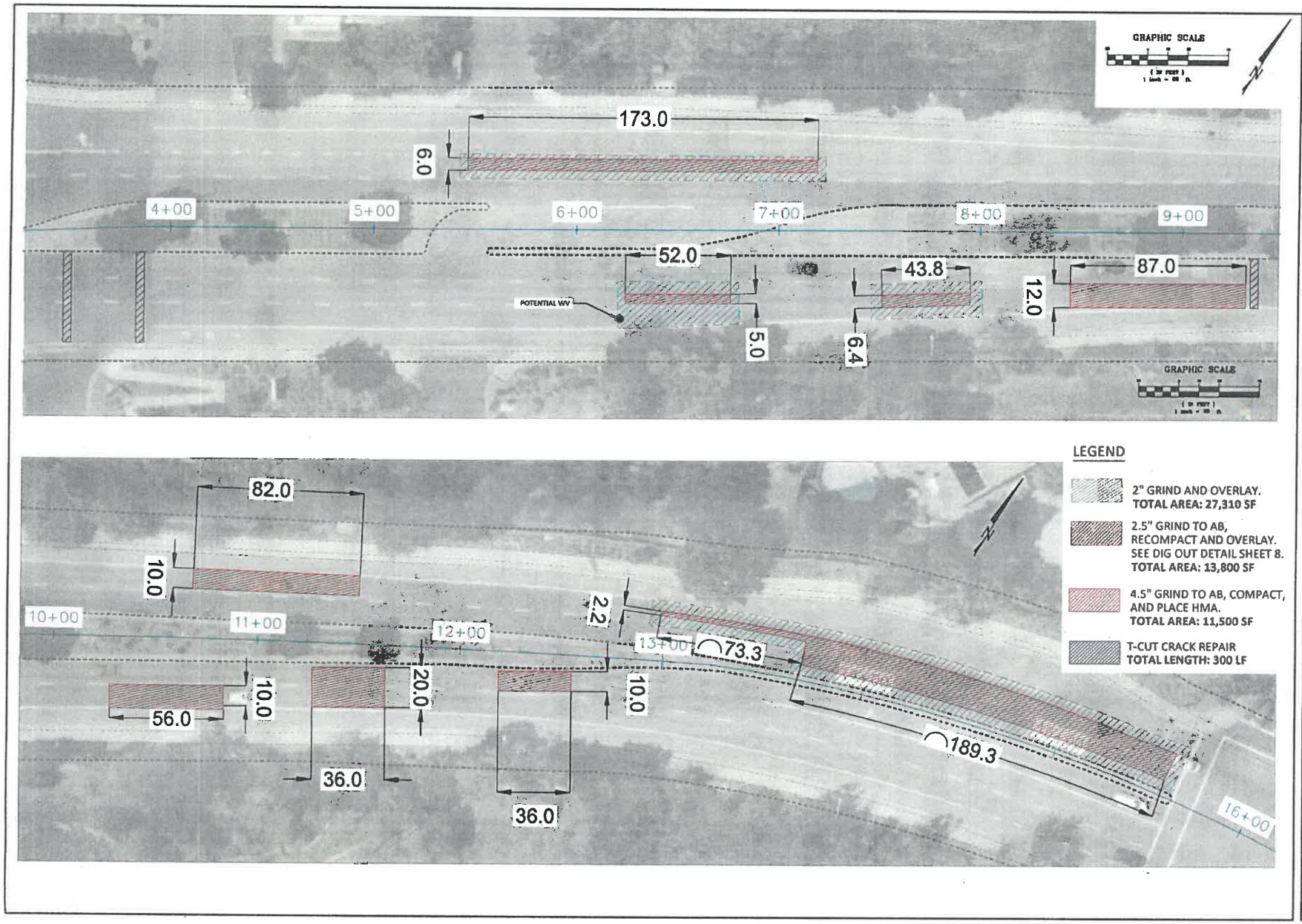
NO. REVISION BY DATE

DESIGNED: MS
DRAWN: MS
CHECKED: CL
APPROVED: CL
INITIALS

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 80'
DATE: 3/28/25
CITY PROJECT NO.: 012726
DRAWING: C-3
SHEET: 3 OF 8



PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: DIG OUT STA. 4+00 TO 16+00
ROCKLIN COUNTY OF PLACER CALIFORNIA

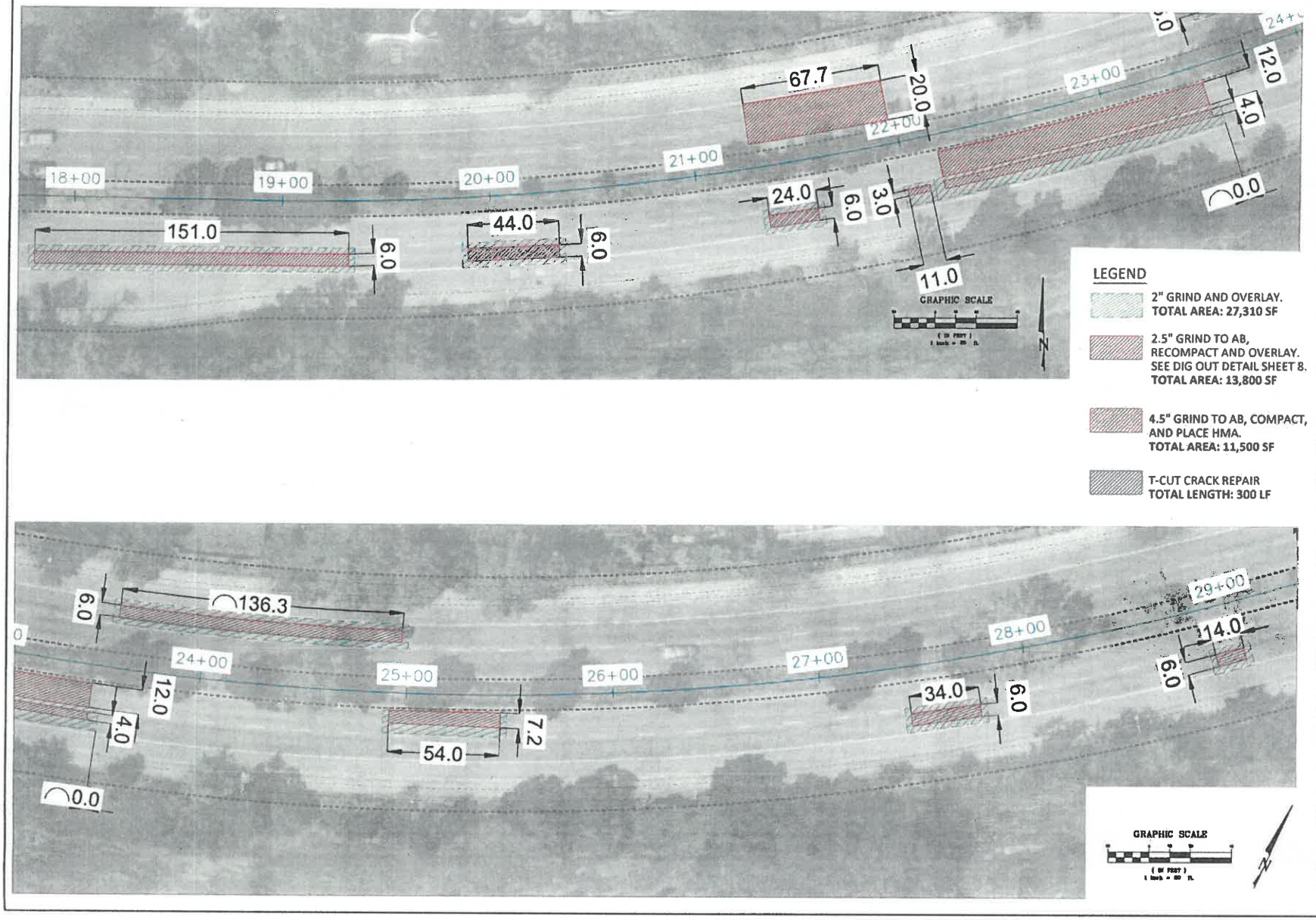
NO. REVISION BY DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 20'
DATE: 3/26/20
CITY PROJECT NO.: 012726
DRAWING: C-4
SHEET: 4 OF 8



CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

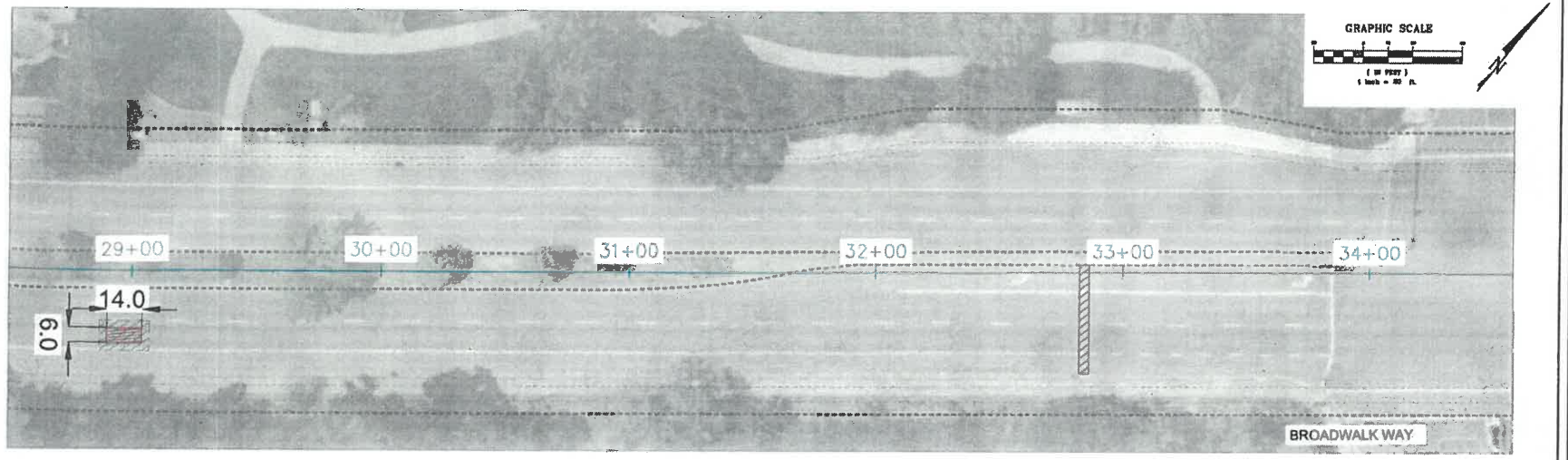
DRAWING NAME: DIG OUT STA. 18+00 TO 29+00

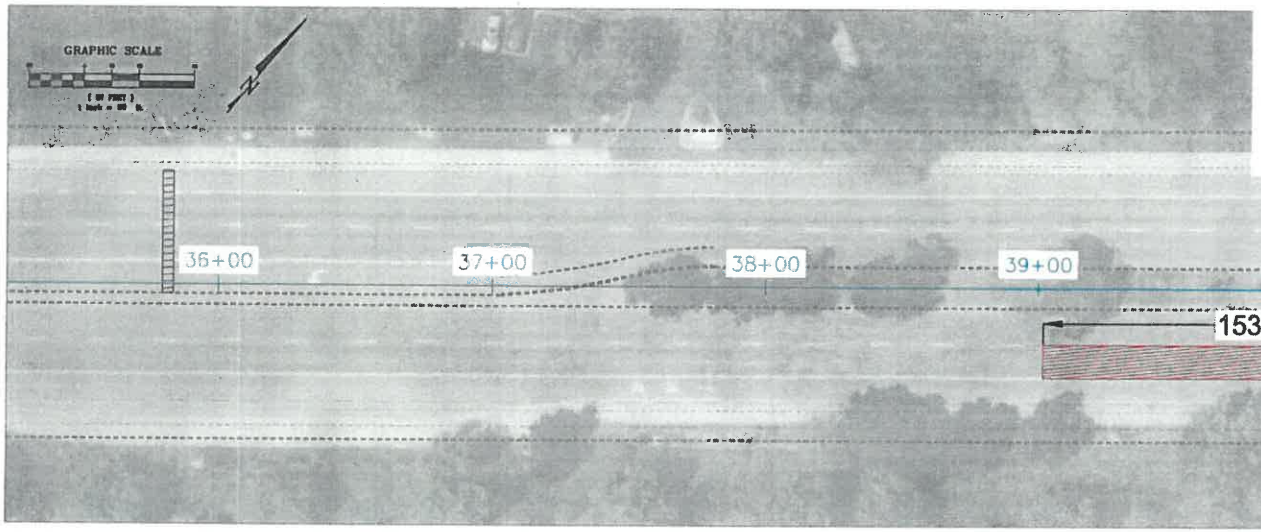
ROCKLIN — COUNTY OF PLACER — CALIFORNIA

DESIGNED: KS
DRAWN: MS
CHECKED: CL
APPROVED: CL

NO. | REVISION | BY | DATE

SCALE: 1" = 20'
DATE: 3/26/21
CITY PROJECT NO.: 012726
DRAWING: C-5
SHEET: 5 OF 8





LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

NO. | REVISION | BY | DATE

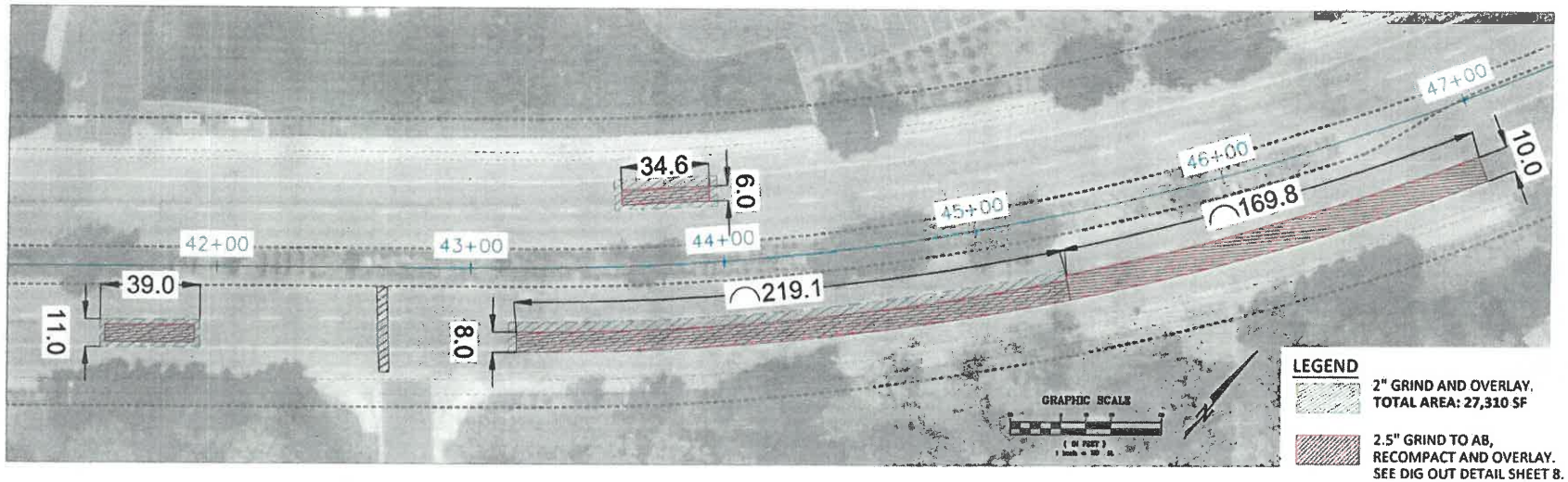
DESIGNED: MS
DRAWN: MS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: DIG OUT STA. 29+00 TO 41+00
ROCKLIN | COUNTY OF PLACER | CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

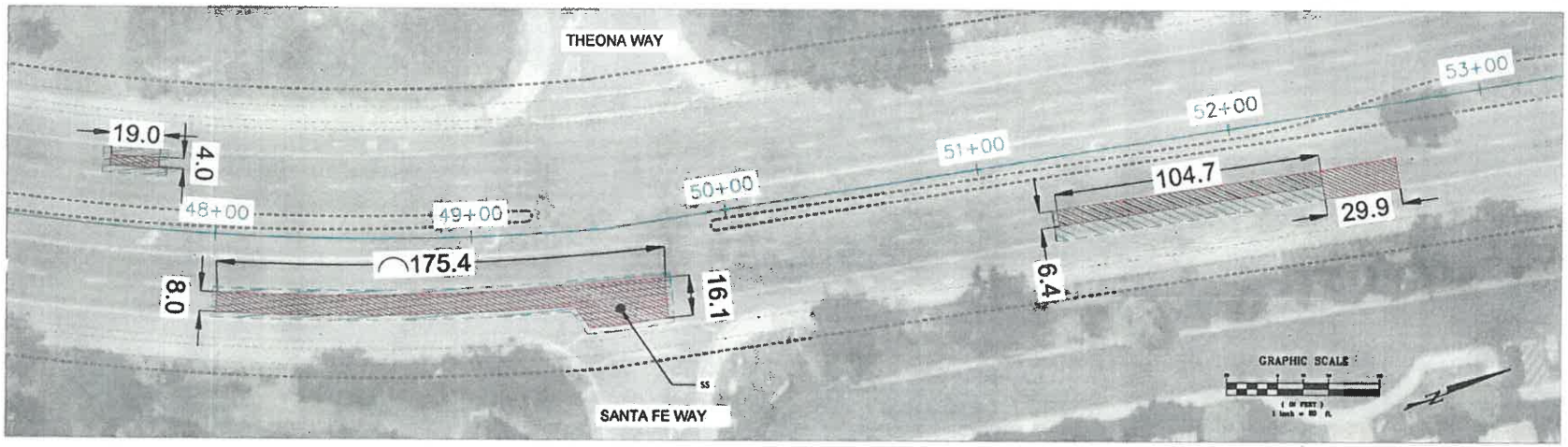
ROCKLIN CALIFORNIA

SCALE: 1" = 20'
DATE: 3/28/26
CITY PROJECT NO.: 012726
DRAWING: C-6
SHEET: 6 OF 8



LEGEND

- 2" GRIND AND OVERLAY. TOTAL AREA: 27,310 SF
- 2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8. TOTAL AREA: 13,800 SF
- 4.5" GRIND TO AB, COMPACT, AND PLACE HMA. TOTAL AREA: 11,500 SF
- T-CUT CRACK REPAIR TOTAL LENGTH: 300 LF



DESIGNED: WS	NO.	REVISION	BY	DATE
DRAWN: WS				
CHECKED: CL				
APPROVED: CL				
INITIALS				

PROJECT NAME: PARK DRIVE DIG--OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

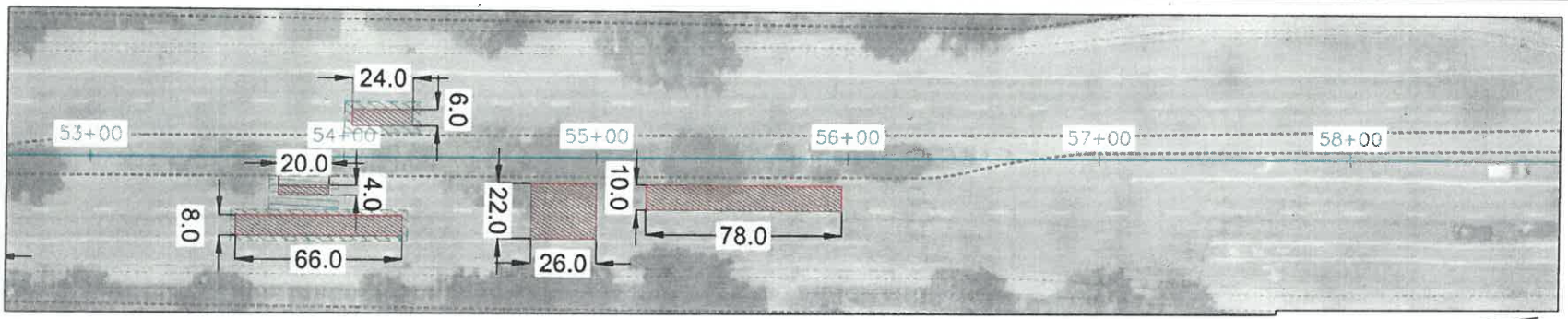
DRAWING NAME: DIG OUT STA 42+00 TO 53+00

ROCKLIN COUNTY OF PLACER CALIFORNIA

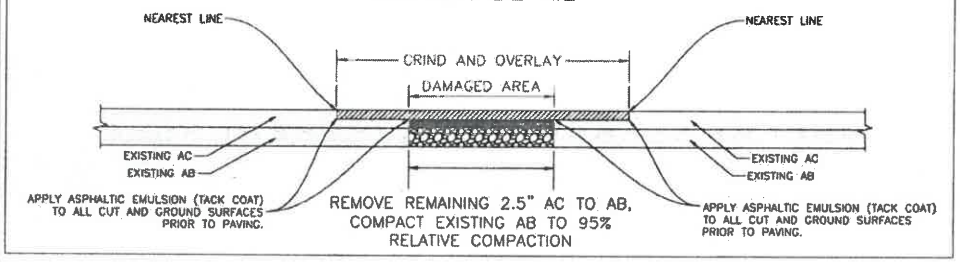
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN California

SCALE: 1" = 20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-7
SHEET: 7 OF 8



DIG OUT DETAIL



LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

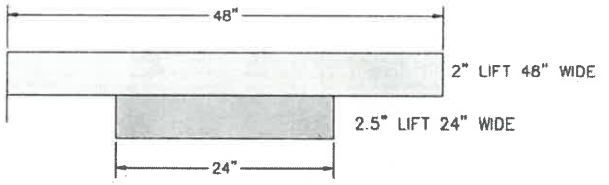
GRAPHIC SCALE

PARK DRIVE CROSS SECTION

STREET	DESIGN T.I.	A.C. (TYPE B)	AG. BASE (CLASS 2)	DECOMPOSED GRANITE
FARRIER ROAD	5.5	3.0	7.0	-
		3.0	-	10.0
DARBY ROAD	5.5	3.0	7.0	-
		3.0	-	10.0
PARK DRIVE	7.0	4.0	9.0	-
		4.5	-	11.0
STANFORD RANCH ROAD	7.0	4.0	8.0	-
		4.5	-	11.0

PAVEMENT REPAIR - PARTIAL DEPTH DIG-OUT WITH GRIND AND OVERLAY

1. GRIND 2 INCHES OF EXISTING ASPHALT CONCRETE (AC) FROM LANE TO LANE ACROSS THE REPAIR AREA, EXTENDING 2 FEET BEYOND THE VISIBLE LIMITS OF PAVEMENT DISTRESS AT BOTH ENDS.
2. WITHIN THE LIMITS OF THE DAMAGED AREA, REMOVE AN ADDITIONAL 2.5 INCHES OF PAVEMENT (TOTAL DEPTH = 4.5 INCHES FROM ORIGINAL SURFACE) DOWN TO THE AGGREGATE BASE (AB).
3. COMPACT THE EXPOSED AGGREGATE BASE (AB) TO A MINIMUM OF 95% RELATIVE COMPACTION. NOTIFY ENGINEER IF UNSTABLE MATERIAL IS ENCOUNTERED.
4. APPLY ASPHALTIC EMULSION (TACK COAT) TO ALL VERTICAL EDGES AND HORIZONTAL SURFACES PRIOR TO PLACING ASPHALT CONCRETE.
5. PLACE 2.5 INCHES OF HMA IN THE DIG-OUT AREA, THEN PLACE 2 INCHES OF HMA OVER THE ENTIRE GROUND AREA TO MATCH EXISTING GRADE AND CROSS SLOPE. COMPACT TO REQUIRED DENSITY.
6. FOR AREAS OF PAVEMENT DISTRESS THAT EXTEND ACROSS A SUBSTANTIAL PORTION OF THE LANE WIDTH, OR WHERE MULTIPLE REPAIRS WOULD RESULT IN NARROW STRIPS OF REMAINING PAVEMENT, REMOVE AND REPLACE THE FULL LANE WIDTH. EXCAVATE 4.5 INCHES BELOW THE EXISTING SURFACE TO THE TOP OF AGGREGATE BASE (AB), COMPACT THE EXPOSED AB TO A MINIMUM OF 95% RELATIVE COMPACTION, AND REPLACE WITH 4.5 INCHES OF HOT MIX ASPHALT (HMA) TO MATCH EXISTING GRADE AND CROSS SLOPE. NO ADDITIONAL GRINDING OR OVERLAY SHALL BE REQUIRED IN THESE AREAS.



T-CUT CROSS SECTION FOR CRACKS ON PARK DRIVE

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: DIG OUT STA. 53+00 TO 58+00
DIG OUT DETAIL AND ESTIMATE
ROCKLIN COUNTY OF PLACER CALIFORNIA

NO. REVISION BY DATE
DESIGNED: MS
DRAWN: MS
CHECKED: CL
APPROVED: CL
INITIALS

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT
ROCKLIN CALIFORNIA

SCALE: 1" = 20'
DATE: 3/25/25
CITY PROJECT NO: 012726
DRAWING: C-8
SHEET: 8 OF 8

Item No.4: Questions that have been received and associated answers.

1. Is there a plan holders list or contractors list for this project.
   There was a mandatory pre-bid meeting. The sign-in sheet is attached.
2. Please provide Engineer's Estimate for bonding purposes.
   The Engineer's Estimate is $301,532.00.
3. Special provisions call for all areas capable of ponding water greater than 3/8" to be leveled prior to overlay. Please confirm this isn't a requirement for this project given that it's a mill/fill, or provide bid item & estimated quantity.
   This does not apply to this bid. All finished paving must match existing slopes and grades.
4. Bid Items 1 & 3 include removing base material, but do not include a base section or estimate for quantity of AB to be removed, nor does the unit price description include place and furnish of AB. Will there be any aggregate base removal and replacement required, and if so, will that work be done under a change order?
   No additional AB work is identified. Existing base to be recompacted prior to paving.
5. The cross section on page 193 shows geo-fabric but doesn't clarify where it is placed, is the city anticipating removal or replacement of paving fabric or geotextile materials?
   The City is not anticipating removal or replacement of any fabric.
6. Due to construction requirements (remove AC, prepare AB grade, place AC in two lifts) please confirm if the city will allow road closures to extend beyond the 8 - 3:30 timeframe in the specification.
   Work hours will be 8am to 7pm. A minimum of one lane must be open to traffic at all times.
7. Please provide Mandatory Pre-Bid Sign in sheet, ASAP.
   Please see Exhibit A
8. Please provide more clear images of the streets on plan sheets C-4 through C-8.
   Updated plan set is attached as Exhibit B for clarity. Please note some of the 2-inch dig-outs have been reduced and some of the full depth 4 ½ inch has been increased for ease of construction. Please use the new Bid Item detail attached as Exhibit C.
9. Please confirm Working hours and lane closure hours are 7am to 7pm.
   Working hours have been changed to 8am – 7pm to reduce impact to nearby residents.
10. Please confirm there is no signal/traffic loop scope in this project.
    Confirmed. No signal loops included in this project.
11. Utility box update:
    Bid item list updated and reduced to two boxes. One is a manhole and one is a G5. Both are to be protected in place and paved to. We will only adjust if ride ability requires.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

12. If there is pavement fabric is encountered, will there be a change order for disposal?

    The City anticipates no fabric to be encountered and will handle it as a change order if encountered.

13. Is there a nearby staging area?

    Twin Oaks Park is a possible staging area as long as it does not conflict with events at the Park. This can be solidified once we know the schedule of the paving.

14. When will the work commence?

    As addressed in the Pre-Bid Meeting, Contractor's schedule must allow for a June start date and July finish to accommodate our funding being sourced between two fiscal years.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT C

New Bid Item Detail:

Item No.*	Item Description	Detail	Unit	Estimated Quantity	Unit Price	Total Amount
1	Remove and Replace 4.5" HMA		-			-
	1000+ Sq.Ft		SF	40000	5.021	200,840.00
2	Thermo-Plastic Striping					
2A	Signal Ahead Legend Pavement Markings		EA	2	900.00	1,800.00
2B	12" Crosswalk Bar		LF	0		
2C	Lane Line Pattern with Pavement Markers	9	EA	2500	1.437	3,592.50
2D	Left Edge Line (Yellow)	25	LF	1500	1.725	2,587.50
2E	Channelizing Line for Turn Lane	38	LF	0		
3	Paving Fabric		SF	0		
4	Class II ¾" Base Rock		TON	0		
5	Traffic Detector Loops		EA	0		
	SUBTOTAL	-	-			$208,820.00
6	Remove and Replace 2.5" Lift 24" Wide and 2" Lift 48" Wide		-			
	T-Cut Cross Sections		EA	7	874.50	6,121.50
7	Thermo-Plastic Striping					
7A	Lane Line Pattern with Pavement Markers	9	LF	0		
7B	Lane Drop Markings	37B	LF	0		
7C	Channelizing Line for Turn Lane	38	LF	0		
7D	12" Stop Bar		LF	0		
7E	Crosswalk		LF	0		
7F	Bike Lane Line	39	LF	1,500	.967	1,450.50
7G	Bike Lane Line Intersection Line	39A	LF	0		
7H	Bike Lane Legend Pavement Markings		EA	0		
7I	Type 3 L Arrows Pavement Markings		EA	0		
7J	Type 4 L Arrows Pavement Markings		EA	0		
7K	Stop Legend Pavement Markings		EA			
7L	Stop Ahead Legend Pavement Markings		EA	0		
7M	Two Direction No Passing Pattern with Pavement Markers	22	LF	0		
7N	Double Left Edge Line Pattern with Pavement Markers	29	LF	0		
8	Adjust Existing Manholes, Utility Boxes, and Monuments to grade		EA	2		
	SUBTOTAL	-	-			$7,572.00
					TOTAL	$216,392.00

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Total Project Bid, Item Nos. 1 through 5, shall be (spell out) TWO HUNDRED AND EIGHT THOUSAND EIGHT HUNDRED TWENTY AND 00/00 Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

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

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 ✓ 3/30/26
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☑ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

JB-TC VENTURES, LLC DBA JB BOSTICK COMPANY

Affix Corporate Seal Here

BY: _____
Signature

DANIEL MOORE
Type/Print Name

VICE PRESIDENT
Title

DATE: 3/31/26

Valid Contractor's License No.: 669487

Expiration date: 8/31/2026

Public Works Registration No. 1000025838

ATTACHMENT A

BID BOND

We, JB-TC Ventures, LLC dba JB Bostick Company as principal, and Indemnity National Insurance Company, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a Bid to the Obligee, for Park Drive Dig Outs

(Copy here the exact description of work, including location, as it appears on the Bid)
for which Bids are to be opened at Rocklin, CA on April 1, 2026
(Insert date of Bid opening)

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: March 27, 2026

Principal: JB-TC Ventures, LLC dba JB Bostick Company
By: Timothy Buss/President
Surety: Indemnity National Insurance Company
Address: 238 Bedford Way, Franklin TN 37064
Telephone: 215-948-6369
Attorney in Fact: Karen Bachy
Karen Bachy

Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Placer

On March 31, 2026 (Date) before me, Shelly Fuentes, Notary Public (Name and Title of the Officer),

personally appeared Timothy Buss (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

SHELLY FUENTES
Notary Public - California
Placer County
Commission # 2445924
My Comm. Expires May 4, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ACKNOWLEDGMENT OF SURETY

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, Nancy L. Jirku, Notary Public of Allegheny County, in the State of Pennsylvania, do hereby certify that Karen Bachy, Attorney-in-Fact, of the Indemnity National Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Indemnity National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Pittsburgh in said County, this 27th day of March, 2026.

Nancy L. Jirku, Notary Public
Commission No. 1411346
My Commission Expires on 12/20/2029

Commonwealth of Pennsylvania - Notary Seal
Nancy L. Jirku, Notary Public
Allegheny County
My commission expires December 20, 2029
Commission number 1411346
Member, Pennsylvania Association of Notaries

NANCY L. JIRKU
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA

INDEMNITY NATIONAL INSURANCE COMPANY

Indemnity National Insurance Company
238 Bedford Way
Franklin, TN 37064

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: ***Zach Mendelson, Karen Bachy, Nancy L. Jirku, Alicia Grumbles, Katie Rogers*** *******Chelsea Nielson, Kurt John Wagner, Sandra R. Black, Lisa M. Lucas, Jonathan Russell******* of *****Edgewood Partners Insurance Center***** to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed **********Ten Million Dollars ($10,000,000)********** each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 22nd day of August, 2025.

INDEMNITY NATIONAL INSURANCE COMPANY CORPORATE SEAL 1993 Mississippi

Indemnity National Insurance Company

By _____
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 22nd day of August, 2025, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.

DEBORAH A. MURPHY NOTARY PUBLIC STATE AT LARGE KY

By _____
Notary Public

My Commission Expires 09/26/2029
Notary ID Number: KYNP34336

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 27th day of March, 20 26.

INDEMNITY NATIONAL INSURANCE COMPANY CORPORATE SEAL 1993 Mississippi

By _____
James E. Hart, Secretary

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR JB-TC VENTURES, LLC DBA JB BOSTICK CO. (BIDDER)

PROJECT: PARK DRIVE DIG OUTS

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

✓ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
STRIPING	$9800.00	SIERRA TRAFFIC MARKINGS	755317	1000002783
TRAFFIC CONTROL	$2,900.00	CAPITOL BARRICADE	847170	1000013869

Signed

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the VICE PRESIDENT [Title] of JB-TC VENTURES,LLC DBA JB BOSTICK COMPANY the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MARCH 31, 2026 [date], at ROSEVILLE [city], CALIFORNIA [state].

JB-TC VENTURES,LLC DBA JB BOSTICK COMPANY
(Name of Bidder)

(Signature)

VICE PRESIDENT
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

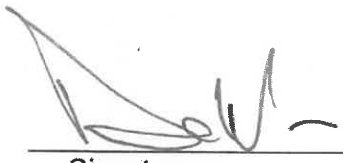
4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: JB BOSTICK COMPANY Date 3/31/2026

BY: 
Signature

DANIEL MOORE
Type/Print Name

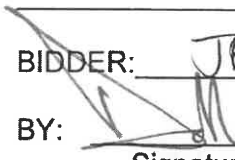
VICE PRESIDENT
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: JB Bostick Company Date 3/31/2026

BY: 
Signature

DANIEL MOORE
Type/Print Name

VICE PRESIDENT
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

JB BOSTICK COMPANY
Contractor
3/31/26
Date
Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

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

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

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

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

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

** N/A NOT A CORPORATION- LIMITED LIABILITY COMPANY **

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Limited Liability Company)

STATE OF CALIFORNIA
COUNTY OF ___Placer_____

I HEREBY CERTIFY that at a meeting of the _____LLC_____JB-TC Ventures LLC dba JB Bostick Company__, a LLC existing under the laws of the State of California, held on ___March 30_____, _2026___, the following resolution was duly passed and adopted:

"RESOLVED,that
____Daniel Moore_____,
as ___Vice President_____ of the LLC, be and is hereby authorized to execute the Bid dated ____April 1_____, 20_26__, to the City of Rocklin and this LLC and that his/her execution thereof, attested by the Secretary of the LLC shall be the official act and deed of this LLC."

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

IN WITNESS WHEREOF, I have hereunto set my hand this
_____30th_____ day of _____March_____, 20_26__.

Secretary

Vice President

2175 PFE Rd, Ste C, Roseville, CA 95747
Corporate Address

CITY OF ROCKLIN

GENERAL CONDITIONS

Table of Contents

ARTICLE SUBJECT Pages

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION 1
SECTION 1.01. GENERAL. 1
SECTION 1.02. ABBREVIATIONS. 1
SECTION 1.03. DEFINITIONS. 4
ARTICLE 2. BID REQUIREMENTS AND CONDITIONS 13
SECTION 2.01. BID FORM. 13
SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS. 14
SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK. 15
SECTION 2.04. SUBSURFACE CONDITIONS. 15
SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED. 15
SECTION 2.06. COMPETENCY OF BIDDERS. 16
SECTION 2.07. JOINT VENTURE BIDS. 16
SECTION 2.08. SUBCONTRACTORS. 17
SECTION 2.09. ADDENDA. 18
SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS. 18
SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS. 19
SECTION 2.12. BID GUARANTY. 20
SECTION 2.13. WITHDRAWAL OF BID. 20
SECTION 2.14. PUBLIC OPENING OF BIDS. 20
SECTION 2.15. REJECTION OF BIDS. 20
SECTION 2.16. DISQUALIFICATION OF BIDDERS. 21
SECTION 2.17. RELIEF OF BIDDERS. 21
SECTION 2.18. BID PROTESTS. 21
ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE 23
SECTION 3.01. AWARD OF CONTRACT. 23
SECTION 3.02. TIME OF AWARD. 23
SECTION 3.03. CONSIDERATION OF BIDS. 24
SECTION 3.04. PERFORMANCE AND PAYMENT BONDS. 24

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES. 25
SECTION 3.06. RETURN OF BID GUARANTYS. 25
SECTION 3.07. EXECUTION OF CONTRACT. 25
SECTION 3.08. FAILURE TO EXECUTE CONTRACT. 25
SECTION 3.09. INSURANCE. 26
ARTICLE 4. SCOPE OF WORK 34
SECTION 4.01. THE CONTRACT. 34
SECTION 4.02. INTENT OF CONTRACT DOCUMENTS. 34
SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED. 35
SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS. 35
SECTION 4.05. DIAGRAMMATIC DRAWINGS. 36
SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS. 36
SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES 36
SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE 37
SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION. 38
SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK. 39
SECTION 4.11. DELETED ITEMS. 39
SECTION 4.12. EXTRA WORK. 40
SECTION 4.13. USE OF COMPLETED PORTIONS. 40
SECTION 4.14. LANDS AND RIGHTS-OF-WAY. 40
SECTION 4.15. WARRANTY. 40
ARTICLE 5. CONTROL OF WORK AND MATERIALS 42
SECTION 5.01. AUTHORITY OF THE CITY. 42
SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR. 42
SECTION 5.03. SUGGESTIONS TO CONTRACTOR. 42
SECTION 5.04. SEPARATE CONTRACTS. 42
SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS. 43
SECTION 5.06. SUPERVISION PROCEDURES. 43
SECTION 5.07. SKILLED LABOR. 43
SECTION 5.08. CONTRACTOR’S DISMISSAL OF UNSATISFACTORY EMPLOYEES 43
SECTION 5.09. CONTRACTOR'S EQUIPMENT. 44
SECTION 5.10. CONTRACTOR'S SUBMITTALS. 44
SECTION 5.11. DAILY REPORTS 47

SECTION 5.12. SURVEYS. 47
SECTION 5.13. RESPONSIBILITY FOR ACCURACY. 49
SECTION 5.14. DUTIES AND POWERS OF INSPECTORS. 49
SECTION 5.15. INSPECTION. 50
SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP. 51
SECTION 5.17. SUBSTITUTIONS. 51
SECTION 5.18. PREPARATION FOR TESTING. 52
SECTION 5.19. MATERIALS SAMPLING AND TESTING. 52
SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT. 53
SECTION 5.21. PROVISIONS FOR EMERGENCIES. 53
SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK. 53
SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK. 54
SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK. 54
SECTION 5.25. TERMINATION. 54
SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS. 58
ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES 59
SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS. 59
SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY 59
SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS. 65
SECTION 6.04. USE OF PESTICIDES. 65
SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH. 65
SECTION 6.06. INDEMNIFICATION. 66
SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS. 67
SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE. 67
SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY. 68
SECTION 6.10. ASSIGNMENT OF CONTRACT. 68
SECTION 6.11. ASSIGNMENT OF MONIES. 68
SECTION 6.12. CONTRACTORS LICENSE. 68
SECTION 6.13. RESPONSIBILITY OF CONTRACTOR. 68
SECTION 6.14. PERMITS AND LICENSES. 69
SECTION 6.15. RIGHTS AND REMEDIES. 70
SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE. 70
SECTION 6.17. GENERAL SAFETY REQUIREMENTS. 70
SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY. 74
SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL. 77

SECTION 6.20. CONFINED SPACES. 80
SECTION 6.21 TRAFFIC CONTROL PLANS (TCP). 81
SECTION 6.22. BARRICADING OPEN TRENCHES. 82
SECTION 6.23. EXISTING UTILITIES. 82
SECTION 6.24. EXCAVATION AND TRENCH SAFETY. 86
SECTION 6.25. OVERLOADING. 87
SECTION 6.26. PRESERVATION OF PROPERTY. 87
SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY. 87
SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT. 87
SECTION 6.29. PROPERTY RIGHTS IN MATERIALS. 88
SECTION 6.30. CONFLICT OF INTEREST. 88
SECTION 6.31. NO AGREEMENTS. 88
ARTICLE 7. PROSECUTION OF THE WORK 89
SECTION 7.01. BEGINNING OF WORK. 89
SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION. 89
SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS. 89
SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS. 89
SECTION 7.05. SCHEDULES. 90
SECTION 7.06. UNUSUAL SITE CONDITIONS. 96
SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER. 97
SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS. 98
SECTION 7.09. TEMPORARY FACILITIES AND SERVICES. 99
SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY. 99
SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT. 99
SECTION 7.12. DELAYS. 99
SECTION 7.13. NOTICE OF DELAYS. 100
SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY. 101
SECTION 7.15. TIME OF COMPLETION. 101
SECTION 7.16. EXTENSION OF TIME NOT A WAIVER. 101
SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME. 101
SECTION 7.18. EXTENSION OF TIME. 101
SECTION 7.19. SUBSTANTIAL COMPLETION. 102

SECTION 7.20. CLEANING UP. 102
SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE 103
SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION. 103
SECTION 7.23. WARRANTY WORK. 103
ARTICLE 8. MEASUREMENT AND PAYMENT 105
SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES. 105
SECTION 8.02. SCOPE OF PAYMENT 106
SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT. 107
SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK. 107
SECTION 8.05. PROGRESS PAYMENT PROCEDURES. 107
SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS. 108
SECTION 8.07. RETENTION. 108
SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST. 109
SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK 110
SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY. 110
SECTION 8.11. FINAL ESTIMATE AND PAYMENT 111
SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF city. 112
SECTION 8.13. DISPUTED PAYMENTS 113
ARTICLE 9. CHANGES AND CLAIMS 114
SECTION 9.01. AUTHORITY FOR CHANGES. 114
SECTION 9.02. ORDERING OF CHANGES. 114
SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP). 114
SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT. 117
SECTION 9.05. COST AND PRICING DATA. 117
SECTION 9.06. ACCESS TO RECORDS. 118
SECTION 9.07. PAYMENT FOR CHANGES. 118
SECTION 9.08. MARKUPS FOR CHANGED WORK. 121
SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS 121
SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK 122
SECTION 9.11. TIME EXTENSIONS FOR CHANGES 123
SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK 123
SECTION 9.13. CONTRACT CHANGE ORDER. 123
SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES 123
SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS. 124

SECTION 9.16. NOTICE OF POTENTIAL CLAIM. 124
SECTION 9.17. SUBMISSION OF CLAIMS. 124
SECTION 9.18. ENGINEER'S DECISION. 130
SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION 130
SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE. 130
SECTION 9.22. ASSIGNMENT OF CLAIMS. 130
ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE. 131
SECTION 10.1. DUST CONTROL. 131
SECTION 10.2. AIR POLLUTION CONTROL. 131
SECTION 10.03. BURNING. 131
SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL. 131
SECTION 10.05. CONTROL OF WATER IN THE WORK. 135
SECTION 10.06. NOISE CONTROL. 135
SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS. 136
SECTION 10.08. USE OF EXPLOSIVES. 136
SECTION 10.09. SANITARY REGULATIONS. 136
SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES. 136
SECTION 10.11. PROTECTION OF EXISTING TREES. 137
ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS. 138
SECTON 11.01. GENERAL. 138
SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS. 138
SECTION 11.03. RECORD DRAWINGS. 138
SECTION 11.04. MEASUREMENT AND PAYMENT. 139

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mode as starting with "Contractor shall" and "you as "Contractor" and "your" as "Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

SECTION 1.02. ABBREVIATIONS.

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code

CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer's Association
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.
"Acceptance or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

Acts of God.
"Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

Addendum/Addenda.
"Addendum" or "Addenda" are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

Agreement.
The "Agreement" is the written agreement signed by the City and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance.
An "Allowance" is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager.
The "Architect, Consulting Engineer and/or Construction Manager, if used, is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc.
Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid.
"Bid" shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to "Bid" shall be deemed to mean "Proposal".

Bid Documents.
"Bid Documents" shall mean the sum of the documents that comprise the Bid by a

Bidder to perform the Work.

Bid Form.
The "Bid Form", sometimes referred to as the "Bid Schedule" is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a "Proposal Form."

Bid Guaranty.
"Bid Guaranty" is the cashier's check, certified check or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item.
"Bid Item" or "Bid Items" shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening.
"Bid Opening" shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Bidder.
"Bidder" shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to "Bidder" shall be deemed to mean "Proposer."

By Others.
"By Others" shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

Calendar Day.
"Calendar Day" shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order.
"Change Order" ("CO") shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

City.
"City" or "Owner" shall mean the City of Rocklin, acting through its authorized representatives.

City Council.

"City Council" means the City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications.
"City of Rocklin Construction Standard Specifications" mean the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards.
"City of Rocklin Improvement Standards" mean the City's standard requirement for improvement projects, located on the City's website.

Closeout Documents.
"Closeout Documents" are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

Completion.
"Completion" is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
"Construction Change Directive" ("CCD") or "Directive" or "Field Directive" shall mean a written order to Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract.
The "Contract" is the entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

Contract Documents.
The "Contract Documents" shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor), and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The "Contract Commencement Date" shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date.
The "Contract Completion Date" shall mean the date by which the Contract requires Completion.

Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Contract Schedule.
The "Contract Schedule" is the schedule produced by Contractor in response to the requirements of the Contract Documents.

Contract Sum.
"Contract Sum" is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two

Contractor.
"Contractor" shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Engineer of the City of Rocklin.
"Engineer" means the City's Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Estimated Quantities.
"Estimated Quantities" are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Conditions.
"General Conditions" are specific clauses that are part of the Contract and are located in Section 0700. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements.
"General Conditions" are the part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Conditions and Special Provisions.

Hazardous Waste.
"Hazardous Waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector.
The "Inspector" or "Project Inspector" shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Instruction Bulletin or Bulletin.
"Instruction Bulletins" or "Bulletins" are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Invitation for Bids.
The "Invitation for Bids" is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed City project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

Legal Holidays.
Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Notice to Contractors.
"Notice to Contractors" shall have the same meaning as "Invitation for Bids."

Notice to Proceed.
"Notice to Proceed" is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner's Representative
"Owner's Representative" shall mean the City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Progress Schedule.
"Progress Schedule" is the schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Project.
"Project" shall mean the Work.

Project Manager
"Project Manager" is the City's representative assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO).
A "Proposed Change Order" ("PCO") is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

Record Drawings.
"Record Drawings" are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

Reference to Codes.
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI).
"Request for Information" ("RFI") is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal.
A "Request for Proposal" or "RFP" during the course of construction is the name given to a document issued by the Owner's Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change

Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals.
"Schedule of Submittals" is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values.
"Schedule of Values" is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor's application for progress payments.

Special Provisions.
"Special Provisions" are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

Specifications.
"Specifications" include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

Standard Drawings.
"Standard Drawings" meand the City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State.
"State" means the State of California.

State Specifications.
Unless otherwise stated in the Special Provisions, "State Specifications" means the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans.
Unless otherwise stated in the Special Provisions, "State Plans" means the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. "Subcontractor" shall include all persons or firms

within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Substantial Completion.
"Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Substitution.
"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Supplemental Drawing.
"Supplemental Drawings" define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications.
"Technical Specifications" are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price.
The "Total Bid Price" is the aggregate sum of the Bid, including all additive items.

Work.
The "Work" shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day.
"Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing.
"Working Drawings" detail a particular item of Work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

SECTION 2.01. BID FORM.

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

SECTION 2.01A. Unit Price Bid.

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of Work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, of these General Conditions.

SECTION 2.01B. Lump Sum Bid.

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete project, structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

SECTION 2.01C. Allowances.

Where specific allowance items have been entered on the Bid Form by the City, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a 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 a 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 to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope and/or as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is

submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of Work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.01, "Intent of Contract Documents" of these General Conditions.

SECTION 2.04. SUBSURFACE CONDITIONS.

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under

the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subconcontractors shall maintain their registrations throughout the term of the Project.

SECTION 2.06. COMPETENCY OF BIDDERS.

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time.

To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

SECTION 2.07. JOINT VENTURE BIDS.

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor's State License Board or the license

number and class of a valid license issued by the Contractor's State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

SECTION 2.08. SUBCONTRACTORS.

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Price or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work (type of work) that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and

time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

SECTION 2.09. ADDENDA.

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted at Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed in the referenced Certificate, that:

1. The Bidder and/or any of its Principals:
    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.
    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.
2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. A certification that any of the items in Paragraph 2.11(1) of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.
5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

SECTION 2.12. BID GUARANTY.

The Bid shall be accompanied by a Bid Guaranty in the form of a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

SECTION 2.14. PUBLIC OPENING OF BIDS.

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

SECTION 2.15. REJECTION OF BIDS.

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

SECTION 2.16. DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

SECTION 2.17. RELIEF OF BIDDERS.

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

SECTION 2.18. BID PROTESTS.

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," Attachment E to the Bid Documents, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a Bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE

SECTION 3.01. AWARD OF CONTRACT.

Unless stated otherwise in the Invitation for Bids, the award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Invitation for Bids or Special Provisions, if an alternate or alternates are identified by the City to the Bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City’s best interest.

If the Invitation for Bids provides for a different basis of award, the basis and process identified therein shall apply.

SECTION 3.02. TIME OF AWARD.

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive,

responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

SECTION 3.03. CONSIDERATION OF BIDS.

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.

As part of the execution of the Contract, and within ten (10) days after receiving notice of award, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Contract Sum" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

SECTION 3.04A. Performance Bond.

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.04B. Payment Bond.

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES.

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City's authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

SECTION 3.06. RETURN OF BID GUARANTYS.

After Bids have been received and reviewed by the City, Bid Guarantys will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantys for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantys of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantys will be returned within ten (10) days of the decision of the City to not award the Contract.

SECTION 3.07. EXECUTION OF CONTRACT.

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3.09 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3.09. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to Contractor.

SECTION 3.08. FAILURE TO EXECUTE CONTRACT.

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and

the Bidder's Bid Guarantee forfeited to the City. At the City's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

SECTION 3.09. INSURANCE.

Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at Contractor's sole expense, the following insurance:

SECTION 3.09A. General Liability.

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

SECTION 3.09B. Automobile Liability.

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

SECTION 3.09C. Workers' Compensation.

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

SECTION 3.09D. Excess or Umbrella Liability.

If the Special Provisions require limits of insurance greater than those specified in the General Conditions, Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

SECTION 3.09E. Contractor's Equipment.

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by Contractor.

SECTION 3.09F. Railroad Protective Liability.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

SECTION 3.09G. Builder's Risk Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic

disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

SECTION 3.09H. Environmental Liability Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

SECTION 3.09(I). Other Provisions.

1. Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

    b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

    c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability

insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

6. All of Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

9. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written

notice to Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

10. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract.

11. If Contractor fails to procure or maintain insurance as required by this Section 3.09 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

13. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to Contractor.

14. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

SECTION 3.09J. Notification of Accident or Occurrence.

Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

SECTION 3.09K. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

ARTICLE 4. SCOPE OF WORK

SECTION 4.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

SECTION 4.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

Unless otherwise specified, Contractor agrees to furnish and pay for all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work, including any Change Order work or disputed work directed by the City, in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

When portions of the Work are described in general terms, but not in complete detail, it is understood that Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this Contract.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements.

Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at Contractor's risk.

SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED.

The Contractor may obtain online, at no cost, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor’s use in prosecuting the Work. The Contractor may purchase from the City hard copies of these documents.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11.03, “Record Drawings” of these General Conditions.

SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation (“Caltrans”) standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.05. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect, Consulting Engineer or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;
8. City of Rocklin Construction Standard Specifications;
9. City of Rocklin Improvement Standards;
10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.

SECTION 4.09A. General.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor’s risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

SECTION 4.09B. Procedure.

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe

and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFIs will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFIs that are not clear or RFIs for which a response is clearly identified in the Contract will not be accepted.

SECTION 4.09C. Response.

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, “Dispute Regarding Contract Requirements”, of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

SECTION 4.11. DELETED ITEMS.

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, “Changes and Claims”, of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

SECTION 4.12. EXTRA WORK.

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 4.13. USE OF COMPLETED PORTIONS.

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7.21, “Final Inspection and Field Acceptance”, of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, “Warranty Work”, of these General Conditions.

SECTION 4.14. LANDS AND RIGHTS-OF-WAY.

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to Contractor prior to Contractor’s use of, or commencement of Work, in the lands in question.

Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to Contractor taking possession of said property.

SECTION 4.15. WARRANTY.

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City’s acceptance of Work (see Section 7.22, “Final Acceptance and Notice of Completion”, of these General Conditions) and subject to the terms of

Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor's work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, "Warranty Work", of these General Conditions.

ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF THE CITY.

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

The City reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor's work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.

Other contractors and other forces, including the City and/or adjacent property owners, may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If Contractor's work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against the City other than for an extension of time (see Section 7.18, "Extension of Time", of these General Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

SECTION 5.09. CONTRACTOR'S EQUIPMENT.

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

SECTION 5.10A. Submittals – General.

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the City's sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

SECTION 5.10B. Resubmittals.

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

SECTION 5.10C. Submittals Containing Proprietary Information.

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor,

Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by Contractor.

SECTION 5.10D. Electrical, Instrumentation, Control, and Communication Systems.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

SECTION 5.10E. Operation and Maintenance (O&M) Submittals.

For use in subsequent maintenance and operations, Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists

- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

SECTION 5.12. SURVEYS.

SECTION 5.12A. Surveys.

Except as set forth in this Section or in the Special Provisions, Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of Contractor shall be replaced at Contractor’s expense.

Contractor’s surveys also shall include, without limitation, the following surveys:

5.12A.1 Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5.12A.2 Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

SECTION 5.12B. Survey Monuments.

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by Contractor shall be reset by the City or Contractor at

Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that Contractor provide all surveys, Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

SECTION 5.12C. Documentation.

Contractor shall furnish the City with one (1) copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

Contractor shall prepare, maintain and submit Record Drawings as specified in Article 11 of these General Conditions. Contractor's land surveyor is to affix its signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

Contractor shall submit survey Record Drawings before final completion.

SECTION 5.13. RESPONSIBILITY FOR ACCURACY.

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

SECTION 5.14. DUTIES AND POWERS OF INSPECTORS.

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager, Engineer, Architect or

Consulting Engineer shall be final, subject to the disputes procedures in Article 9, “Changes and Claims”, of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer’s instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested in writing at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

SECTION 5.15. INSPECTION.

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation,

manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP.

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.

SECTION 5.17. SUBSTITUTIONS.

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

SECTION 5.17A. Written Request.

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

SECTION 5.17B. Documentation.

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract

shall be furnished. Acceptance of substitution by the City shall not relieve Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by Contractor without additional cost to the City. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

SECTION 5.18. PREPARATION FOR TESTING.

Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

SECTION 5.19. MATERIALS SAMPLING AND TESTING.

Materials to be used in the Work will be subject to sampling and tests by the City. Contractor shall furnish the City with a list of Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California Agency, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of Contractor and furnished by Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. Contractor shall pay the cost of the first retest and any

subsequent retest of any area or material. The City will secure and test samples whenever necessary.

SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT.

SECTION 5.20A. Sources of Supply.

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

SECTION 5.20B. Plant Inspection.

The City assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

SECTION 5.21. PROVISIONS FOR EMERGENCIES.

The City may provide necessary labor, material and equipment to correct any emergency resulting from Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK.

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, "Deductions for Imperfect Work", of these General Conditions.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, "Delays", of these General Conditions. Such suspension shall not relieve Contractor of Contractor's responsibilities as described in the Contract.

SECTION 5.25. TERMINATION.

SECTION 5.25A. Reasons for Termination.

The City reserves the right to terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for any of the reasons listed below.

SECTION 5.25A.1. Termination for Convenience.

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

SECTION 5.25A.2. Termination for Cause.

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify Contractor and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

SECTION 5.25B. Termination After Contract Time.

In addition to any other rights it may have, the City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the work at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

SECTION 5.25C. Notice of Termination; City Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has

been terminated and/or that Contractor's right to proceed and/or control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.
6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.
7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

SECTION 5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor’s control over the Work. The amount may include those items specified in Article 9, “Changes and Claims”, of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and

indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, “Changes and Claims”, of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus the City’s damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

SECTION 5.25E. Completion Not a Waiver of City Rights.

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

SECTION 5.25F. Survival of Obligations.

No termination of this Contract or of Contractor’s right to proceed and/or control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor’s responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Public Contract Code sections 4100 *et seq.*

ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

SECTION 6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency, or as approved by the City.

SECTION 6.02B. Prevailing Wages.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor's. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to the City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to

this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

SECTION 6.02C. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

SECTION 6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his or her deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to

cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.02E. Nondiscrimination.

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

SECTION 6.02F. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor.

Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

SECTION 6.02G. Workers' Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

SECTION 6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

SECTION 6.02I. Reporting Requirements and Sanctions.

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List of Subcontractors

A list is required from Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format in the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (1) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

A Fringe Benefit Statement is required from Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If Contractor fails to comply with the provisions of this Section, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS.

Contractor shall comply with all requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed. Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

SECTION 6.04. USE OF PESTICIDES.

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH.

Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is

not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve Contractor of this responsibility.

SECTION 6.06. INDEMNIFICATION.

SECTION 6.06A. Contractor's Performance.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of

Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

SECTION 6.06B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective

upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two business days after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.

Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.10. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and Contractor’s surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor’s surety of their responsibilities under the Contract.

SECTION 6.11. ASSIGNMENT OF MONIES.

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if Contractor defaults.

SECTION 6.12. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor’s use of Subcontractors in any way alter the position of Contractor or Contractor’s sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at Contractor's risk.

SECTION 6.14. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at Contractor’s sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor’s business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in

connection with performing the Work. Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

SECTION 6.15. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

SECTION 6.17. GENERAL SAFETY REQUIREMENTS.

SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring

against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

SECTION 6.17B. 24-Hour Contact Information.

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

2. Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

SECTION 6.17C. Protection and Repair of Work.

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing

adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

SECTION 6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

SECTION 6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

SECTION 6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

SECTION 6.17G. Not Used.

SECTION 6.17H. Security of the Site.

SECTION 6.17(I). Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

SECTION 6.17J. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

SECTION 6.17K. Work on Private Property.

Contractor must obtain written permission from the City of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.17L. Not Used.

SECTION 6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City may do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for the City to take this action.

SECTION 6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify the City, and thereafter shall comply with any instructions issued by the City.

SECTION 6.17(O). Work During Hours of Darkness.

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.

SECTION 6.18A. Public Convenience.

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

SECTION 6.18B. Pedestrian and Bicyclist Access.

Contractor shall not block the movement of pedestrian or bicycle traffic. Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by

providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

SECTION 6.18C. Written Notification To Residences and Businesses.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

SECTION 6.18D. Access To Driveways, Houses and Buildings.

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

SECTION 6.18E. Property Damage.

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of any third-party claims received by the City relating to this Contract.

Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of Contractor with respect to such third-party claims.

SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.

Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

SECTION 6.18H. Work On Private Property.

Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.18(I). Hazardous Conditions Created.

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.

SECTION 6.19A. General.

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

SECTION 6.19B. Responsibility For Safety.

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

SECTION 6.19C. Passage of Emergency Vehicles.

Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.

Appropriate traffic control shall be furnished by Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.

Should Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by Contractor or deducted from the progress payment. If Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

SECTION 6.19F. Competent Flaggers.

Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA regulations and shall be prepared to provide verification of such training to the City when requested.

SECTION 6.19G. Construction Signs.

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

SECTION 6.19H. Temporary Bridging of Excavations and Trenches.

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless Contractor provides a temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

SECTION 6.19(I). Entering and Leaving the Construction Zone.

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment operators shall yield to public traffic.

SECTION 6.19J. Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings.

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by Contractor at Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by Contractor and shall not be removed or altered without City approval.

SECTION 6.19K. Bus Stops.

If construction operations will obstruct a bus stop, Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

SECTION 6.19L. Dust.

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

SECTION 6.19M. Removal of Spillage From Roadway.

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

SECTION 6.20. CONFINED SPACES.

SECTON 6.20A. Contractor Responsibilities and Qualifications.

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Condtions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall

also provide all monitoring, safety, and communications equipment required for confined space operations.

SECTION 6.20B. City Responsiblities for Permit Confined Spaces.

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space Contractor anticipates entering.

- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section 6.20.

SECTION 6.20C. Existing Sewers and Storm Drains.

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

SECTION 6.20D. Joint City – Contractor Entries.

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).

SECTION 6.21A. Traffic Pattern Changes.

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure

by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

SECTION 6.21B. Traffic Control Plans (TCP).

Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

SECTION 6.22. BARRICADING OPEN TRENCHES.

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Conditions.

SECTION 6.23. EXISTING UTILITIES.

SECTION 6.23A. General.

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

SECTION 6.23B. Maintenance and Protection.

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with the individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

SECTION 6.23C. Exact Locations Unknown.

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, “Changes and Claims”, of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, “Changes and Claims”, of these General Conditions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, “Excusable Delays”, of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the utility district(s) to provide for the removal or relocation of existing utilities.

SECTION 6.23D. Underground Service Alert (USA).

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, Contractor shall contact U.S.A.to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by

Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

SECTION 6.23E. Damage to Existing Utilities.

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

SECTION 6.23F. Markings.

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S	Sewer

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
	D	Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

SECTION 6.24. EXCAVATION AND TRENCH SAFETY.

SECTION 6.24A. Permit.

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 2, Sections 341, 341.1 and following, and Title 8, Article 6, 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

SECTION 6.24B. Shoring, Bracing. Shielding, and Sheeting.

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of

identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

SECTION 6.25. OVERLOADING.

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage.

SECTION 6.26. PRESERVATION OF PROPERTY.

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.

The review or approval by the City of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

SECTION 6.30. CONFLICT OF INTEREST.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 6.31. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. BEGINNING OF WORK.

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION.

Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown,

or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

SECTION 7.04A. Superintendence.

Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever Contractor or Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until Contractor or Contractor's superintendent arrives.

SECTION 7.04B. Labor.

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

SECTION 7.04C. Equipment and Methods.

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5.09, "Contractor's Equipment", of these General Conditions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order Contractor to modify Contractor's facilities or methods. Contractor shall promptly comply with such orders at Contractor's expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

SECTION 7.05. SCHEDULES.

Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7.05 and Section 5.10, "Contractor's Submittals", of these General Conditions, which shall illustrate Contractor's planned schedule for carrying out the Work

and completing the Work within the Contract Time. Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the Project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to submit any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

SECTION 7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic, native format and PDF.

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity

- Activity description

- Activity relationships and dependencies (logic)
- Activity duration in Working Days
- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

SECTION 7.05B. Progress Schedules.

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

2. Actual start/finish dates for activities as appropriate.

3. Identification of processing errors, if any on the previous update reports.

4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

SECTION 7.05C. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18, "Extension of Time", of these General Conditions showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7.12, "Delays" and 7.18, "Extension of Time", of these General Conditions. No additional cost beyond that provided in Article 9, "Changes and Claims", of these General Conditions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should Contractor, after the City's approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date

of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

SECTION 7.05D. Short Interval Schedules.

Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

SECTION 7.05E. Float.

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and Contractor. Neither the City nor Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

SECTION 7.05F. City's Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort. It is not the the City's responsibility to ensure Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of Contractor will be reimbursed per the provisions of Article 9, "Changes and Claims", of these General Conditions, provided that Contractor has not contributed to the delay which the City is seeking to overcome. If Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a

waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

SECTION 7.05G. Responsibility for Completion.

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to ensure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

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

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or City employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

SECTION 7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

SECTION 7.08B. Off-Period Work.

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

SECTION 7.08C. Emergency Repairs.

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of Contractor's repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

SECTION 7.08D. Revocation of Permission For Off-Period Work.

The City may revoke permission for off-period work if Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

SECTION 7.08E. Working Shifts.

Two- or three-shift operations may be established as a regular procedure by Contractor upon written permission from the City. Such permission may be revoked if Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

SECTION 7.09. TEMPORARY FACILITIES AND SERVICES.

Unless specified otherwise in the Contract Documents, Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT.

When requested by the City, Contractor shall submit properly authenticated proof of Contractor's compliance with the Contract.

SECTION 7.12. DELAYS.

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

SECTION 7.12A. Inexcusable Delays.

Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for the City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or Subcontractors.

SECTION 7.12B. Excusable Delays.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions. Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

SECTION 7.13. NOTICE OF DELAYS.

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or

excusable, its duration, and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18 of these General Conditions that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excuseable delay affects other schedule activities and the critical path.

All delays shall be deemed inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY.

If Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, Contractor shall have no claim for damages or time extensions.

SECTION 7.15. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

SECTION 7.18. EXTENSION OF TIME.

Subject to the provisions of Section 7.12B, compliance with the required contractual notice provisions in Section 7.13, and subject to submission of a Time Impact Analysis

(TIA) in accordance with this Section 7.18 showing the impact on the critical path of the event giving rise to an excusable delay, Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7.12 to Section 7.17 of these General Conditions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9.11, “Time Extensions for Changes”, of these General Conditions. During such time extension, Contractor will not be charged for extra engineering and inspection or liquidated damages.

Contractor shall provide the City with 3 copies of any TIA. Contractor’s TIA shall include both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIA’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable the City to evaluate the impact of changed work to the scheduled critical path. Contractor is responsible for all costs associated with the preparation of TIAs, and the process of incorporating TIAs into the current schedule update.

If the time extension is compensable, the Contract Sum will be adjusted as set forth in Section 9.09 of these General Conditions.

SECTION 7.19. SUBSTANTIAL COMPLETION.

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify Contractor in writing, giving the City’s reasons. If the City considers the Work ready for its intended use, the City will grant Substantial Completion, and then the City will provide a list of items to be completed or corrected (often referred to as a “deficiency list” or “punch list”) before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

SECTION 7.20. CLEANING UP.

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, “Surplus Material Disposal”, of the Placer County Specifications. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City’s designated refuse collection service provider.

SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.

Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 7.23. WARRANTY WORK.

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements

at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for the City's work.

ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

SECTION 8.01A. Unit Price Contracts.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, "Contract Change Order", of these General Conditions.

SECTION 8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

SECTION 8.01C. Payment for Mobilization.

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 site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of

all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, “Retention”, of these General Conditions.

SECTION 8.02. SCOPE OF PAYMENT.

SECTION 8.02A. General.

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

SECTION 8.02B. Unit Price Contract.

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, in these General Conditions.

SECTION 8.02C. Lump Sum or Job Contract.

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

SECTION 8.02D Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

SECTION 8.02E. Allowances.

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to

any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

SECTION 8.02F. Payment for Material Not Incorporated in the Work.

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If the City occupies or uses a portion of the Project under Section 4.13, “Use of Completed Portions”, of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. PROGRESS PAYMENT PROCEDURES.

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then the City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. The City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any progress payment and may withhold as much payment as necessary to correct the error in later progress payments.

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 8.07. RETENTION.

SECTION 8.07A. Retention to Ensure Performance.

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices and full amount of liquidated damages.

SECTION 8.07B. Non-Compliance.

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

SECTION 8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.22, "Right to Retain Imperfect Work", of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City incur actual and/or liquidated damages;

- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by the City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and the City that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both

Contractor and Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after Contractor returns

the approved final payment request or statement of exceptions to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9.18, "Engineer's Decision", of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.

If Contractor fails to timely submit a statement of exceptions, Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability

on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

SECTION 8.13. DISPUTED PAYMENTS.

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, “Changes and Claims”, of these General Conditions. The decision of the City will be final.

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. AUTHORITY FOR CHANGES.

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

SECTION 9.02. ORDERING OF CHANGES.

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4.06, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

SECTION 9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP.

SECTION 9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to Contractor.

SECTION 9.03C. Submittal.

Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.
        - Unit prices of materials and equipment.
        - Labor hours and rates for installation.

- Subcontractor and prime Contractor markups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9.03E, "Sharing Provisions and Formula," of these General Conditions.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

> "This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for Contractor's cost of developing the CICP.

SECTION 9.03D. Acceptance.

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

SECTION 9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

> Net Capital Savings = Contract Cost Prior to CICP – (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9.11, "Time Extension for Changes", of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Upon request by the City, Contractor shall provide the following information to support its submitted costs:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.

3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees base rate and Contractor's contributions for fringe benefits, subsistence and travel.
9. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
10. Invoices for all rental equipment.
11. Other information, as required, to document the labor, equipment and materials used.

Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, "Access to Records", of these General Conditions.

SECTION 9.06. ACCESS TO RECORDS.

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and electronic and/or paper copies at the City's cost.

SECTION 9.07. PAYMENT FOR CHANGES.

The method of payment agreed upon by Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

SECTION 9.07A. Lump Sum Price.

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and

any surcharges and/or markups as allowed in Section 9.08, “Markups for Changed Work” in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

SECTION 9.07B. Unit Prices.

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer’s Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, “Changed Quantity Payment Adjustments”, of the State Specifications.

SECTION 9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, “Labor”, 9.07C.2, “Materials”, and 9.07C.3, “Equipment”; plus the percentages stipulated in Section 9.08, “Markups for Changed Work”.

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR’s) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR’s shall list names of all Contractor’s staff, the staff person’s craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWR’s in preparing billings for force account work.

SECTION 9.07C.1. Labor.

Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, Contractor will receive no additional

compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

SECTION 9.07C.1(a). Actual Wages.

Charges for labor will be Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

SECTION 9.07C.1(b). Labor Surcharge.

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

SECTION 9.07C.1(c). Subsistence and Travel.

The City will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

SECTION 9.07C.2. Materials.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.

SECTION 9.07C.3. Equipment.

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, Contractor shall be paid such rental rates as are agreed upon by Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source

and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.07C.4. Subcontracts.

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, "Markups for Changed Work", of these General Conditions.

SECTION 9.08. MARKUPS FOR CHANGED WORK.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.

Payments will be made as follows for compensable excusable delays, as defined in Section 7.12B, "Excusable Delays", of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

SECTION 9.09A. Construction Equipment.

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates", with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

SECTION 9.09B. Jobsite Indirect Costs.

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, “Markup for Compensable Excusable Delays”, of these General Conditions.

SECTION 9.09C. Markup for Compensable Excusable Delays.

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

SECTION 9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that Contractor has investigated

all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City's determination will be final.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, "Prosecution of Changes to the Contract", of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule and shall be supported by a Time Impact Analysis under Section 7.18, "Extension of Time", of these General Conditions. Failure to request a time extension within the time allowed constitutes a waiver of Contractor's right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties' obligations under the Contract.

SECTION 9.13. CONTRACT CHANGE ORDER.

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Contract Sum and Contract Time.

SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

SECTION 9.17. SUBMISSION OF CLAIMS.

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

SECTION 9.17A. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with Contractor or is a lower tier subcontractor.

SECTION 9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written

request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

3. Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.
6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City'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 receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the the City issues its written statement.

8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9. If mediation is unsuccessful, then Contractor 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 with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section 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.

10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

11. Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

    a. 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 (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

    b. The parties stipulate that the arbitrator shall be experienced in construction law and 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.

    c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving

an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.17C. Documentation of Claims by Contractor.

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on the City's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for the City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to the City for three (3) times the amount of

damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

SECTION 9.18. ENGINEER'S DECISION.

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

SECTION 9.22. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE

SECTION 10.1. DUST CONTROL.

SECTION 10.1A. General.

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

SECTION 10.1B. Dust Palliative.

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

SECTION 10.1C. Measurement and Payment.

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

SECTION 10.2. AIR POLLUTION CONTROL.

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

SECTION 10.03. BURNING.

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.

SECTION 10.04A. General.

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall

protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

SECTION 10.04B City Requirements.

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

SECTION 10.04C. Regulations, Ordinances, Permits, and Specifications.

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to

erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions.)

SECTION 10.04D. Storm Water Pollution Prevention Plan.

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

SECTION 10.04E. Erosion and Sediment Control Plan.

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail

to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

SECTION 10.04F. Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

SECTION 10.04G. Compliance.

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP’s. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely

responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5.24, “Temporary Suspension or Delay of Work”, of these General Conditions. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8.8, “Withholdings/Denials of Progress Payment Requests”, of these General Conditions.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8.8, of these General Conditions.

SECTION 10.4H. Payment.

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

SECTION 10.05. CONTROL OF WATER IN THE WORK.

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

SECTION 10.06. NOISE CONTROL.

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.

SECTION 10.07A. Contaminated or Hazardous Materials.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

SECTION 10.07B. Hazardous Environments.

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

SECTION 10.08. USE OF EXPLOSIVES.

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

SECTION 10.09. SANITARY REGULATIONS.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES.

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7.12B, “Excusable Delays”, of these General Conditions.

SECTION 10.11. PROTECTION OF EXISTING TREES.

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

SECTON 11.01. GENERAL.

Preconstruction photographs will only be required when specified in the Special Provisions.

Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.

Preconstruction digital photographs shall be taken by Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

SECTION 11.03. RECORD DRAWINGS.

Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of

all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

SECTION 11.04. MEASUREMENT AND PAYMENT.

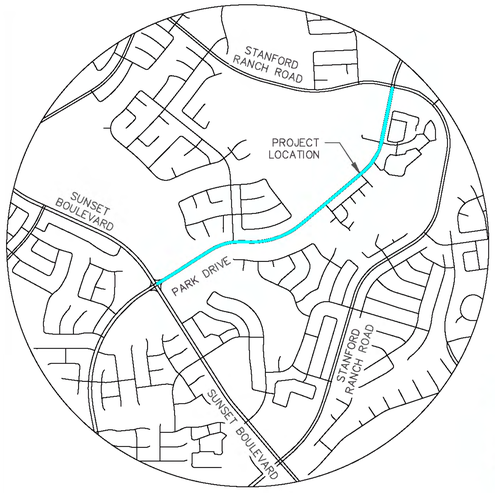
When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

END OF SECTION

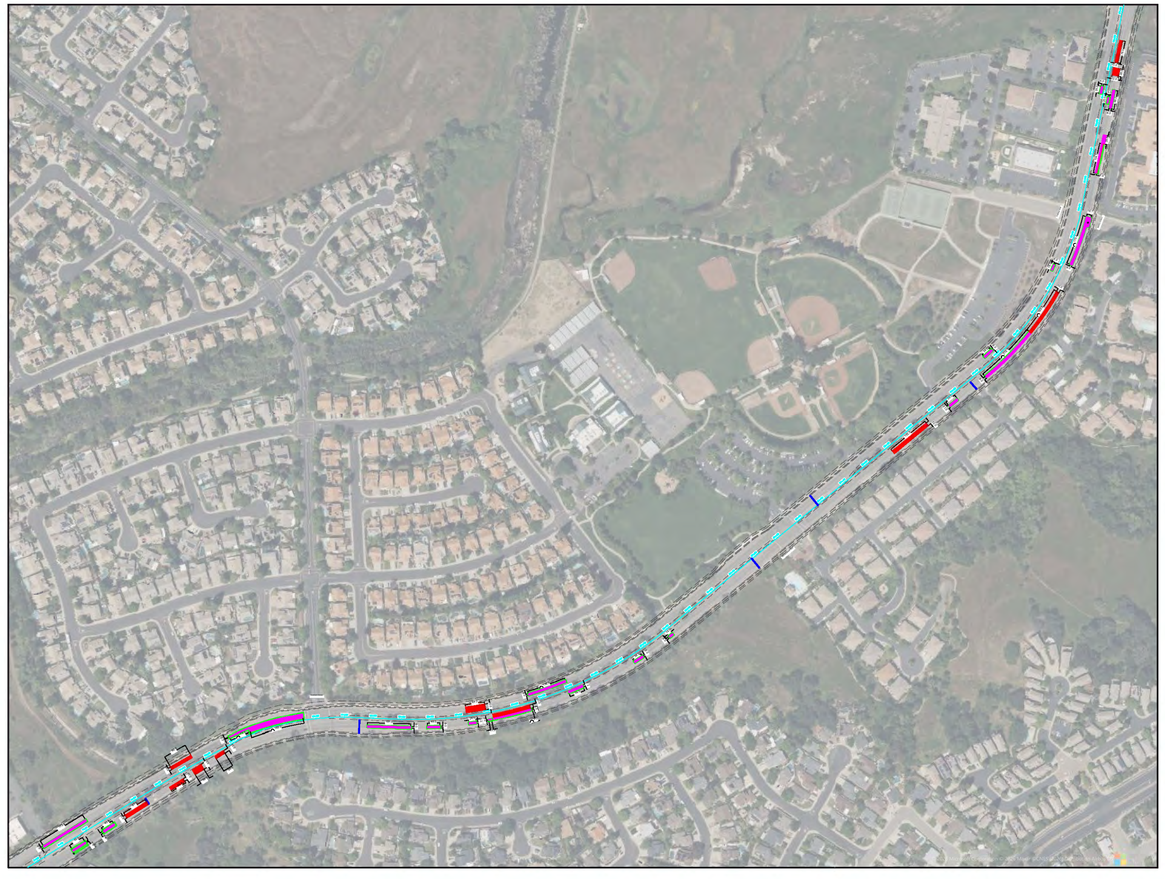
PARK DRIVE DIG OUT
PAVEMENT REHABILITATION

CITY OF ROCKLIN
PLACER COUNTY, CALIFORNIA
PUBLIC WORKS DEPARTMENT



VICINITY MAP

PROJECT LOCATION MAP



SHEET INDEX

DWG NO.	SHT NO.	DWG NAME
1	C-1	TITLE SHEET
2	C-2	GENERAL NOTES
3	C-3	DIG OUT SITE
4	C-4	DIG OUT STA. 4+00 TO 16+00
5	C-5	DIG OUT STA. 18+00 TO 29+00
6	C-6	DIG OUT STA. 29+00 TO 41+00
7	C-7	DIG OUT STA. 42+00 TO 53+00
8	C-8	DIG OUT STA. 53+00 TO 58+00 AND DIG OUT DETAIL AND T-CUT DETAIL

LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

CITY OF ROCKLIN COMMUNITY DEVELOPMENT DEPARTMENT
APPROVED BY: CITY ENGINEER _____ DATE _____
CITY OF ROCKLIN PUBLIC WORKS DEPARTMENT
APPROVED BY: DIRECTOR _____ DATE _____
SOUTH PLACER MUNICIPAL UTILITY DISTRICT
APPROVED BY: DISTRICT ENGINEER _____ DATE _____

UTILITY REPRESENTATIVES			
UTILITY	COMPANY	CONTACT	PHONE
U.S.A.	--	--	(800) 642-2444
GAS & ELECTRICITY	P.G. & E.	KEVIN MEYERS	(916) 384-8092
WATER	PCWA	RICHARD WIRTH	(530) 823-4886
SEWER	SPMUD	CARIE HUFF	(916) 786-8555
DRAINAGE	CITY OF ROCKLIN	RICK LAWRENCE	(916) 625-5521
TRAFFIC SIGNALS	CITY OF ROCKLIN	ANDREW LINDNER	(916) 625-5520
TELECOM	ASTOUND	FRANK BARGIEL	(916) 315-3203
TELECOM	ATT	LEE NIETO	(916) 484-2384
TELECOM	CONSOLIDATED	LARRY MONTGOMERY	(916) 786-1217

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD
DRAWING NAME: TITLE SHEET
ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-1
SHEET: 1 OF 8

PROJECT NOTES:

1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER, OR ENGINEER.

2. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE/SHE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THIS PLAN. CALL "UNDERGROUND SERVICE ALERT" A MINIMUM OF 48 HOURS IN ADVANCE, NOT INCLUDING THE DATE OF NOTIFICATION, AT 811 OR (800) 227-2600 PRIOR TO ANY EXCAVATION.

3. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH THE CONTRACTOR MAY DISCOVER, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATIONS OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT TO THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.

5. PLACER COUNTY WATER AGENCY AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT REQUIRE AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE, NOTICE SHALL BE GIVEN AT LEAST 48 HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.

6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE THEIR WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.

9. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES INVOLVED IN THE DEVELOPMENT PRIOR TO BEGINNING OF WORK.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND/OR OTHER SURVEY MONUMENTS AND SHALL NOTIFY THE CITY OF ROCKLIN'S DEPARTMENT OF PUBLIC WORKS OF ANY DAMAGED OR REMOVED CITY, STATE, OR BUREAU MONUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED MONUMENTS.

STREETS

1. PLACEMENT OF PROPOSED PUBLIC IMPROVEMENTS AND PROPOSED ONSITE IMPROVEMENTS SHALL NOT BE LIMITED TO THESE PLANS, BUT BE BUILT IN ACCORDANCE WITH THE CITY OF ROCKLIN'S IMPROVEMENT STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER.

STREETS (CONT'D)

2. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT THE CENTER OF ALL CURB RETURNS.

3. ALL UTILITY TRENCHING TO BE DONE AS PER TRENCH DETAILS.

4. CONSTRUCT MONUMENT BOXES PER CITY OF ROCKLIN IMPROVEMENTS, STANDARD DRAWING 3-34.

5. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK TO ASSURE THAT ALL UNDERGROUND CONDUITS AND UTILITIES ARE INSTALLED PRIOR TO PAVING. ALL PIPE IN PAVED AREAS SHALL BE PLACED PRIOR TO PLACING AGGREGATE BASE. NO CURB, GUTTER, SIDEWALK, OR AGGREGATE BASE SHALL BE PLACED UNTIL ALL UNDERGROUND UTILITIES ARE INSTALLED.

6. EXISTING A.C. SURFACE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE AND VERTICAL EDGE OF GUTTER LIP SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE CONTRACTOR SHALL PREVENT SAW CUT MATERIAL FROM ENTERING DRAINAGE STRUCTURES, WATERWAYS, DRAINAGE SWALES, ETC.

7. TRAFFIC CONTROL PROCEDURES SHALL CONFORM TO THE MOST RECENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF ROCKLIN FOR THE METHOD OF TRAFFIC CONTROL PRIOR TO STARTING CONSTRUCTION.

EARTHWORK AND GRADING

1. THE CONTRACTOR SHALL CONTACT THE CITY OF ROCKLIN'S DEPARTMENT OF PUBLIC WORKS 48 HOURS PRIOR TO THE START OF EARTHWORK AND GRADING CONSTRUCTION.

2. GRADING SHALL NOT OCCUR ON THE PROJECT AREA UNTIL ALL EXISTING UTILITIES, TREES, AND SENSITIVE AREAS TO BE SAVED ARE ADEQUATELY PROTECTED PER THE CITY OF ROCKLIN CONSTRUCTION SPECIFICATIONS.

3. ALL UNSUITABLE AND SURPLUS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS THE ENGINEER SPECIFIES OTHERWISE.

4. THE CONTRACTOR SHALL AT ALL TIMES CONFORM TO A DUST CONTROL PLAN. PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITY, A DUST CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. THE DUST CONTROL PLAN SHALL SPECIFY MEASURES TO REDUCE DUST POLLUTION DURING ALL PHASES OF CONSTRUCTION. AREAS SURROUNDING THE WORK SHALL BE KEPT CLEAN AND RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF CONTRACT. GRADING SHALL NOT OCCUR WHEN WIND SPEED EXCEEDS 10 MPH CONTINUOUSLY FOR MORE THAN 1 HOUR.

5. THE CONTRACTOR SHALL DO THE FOLLOWING IF GRADING AND CLEARING IMPROVEMENTS ARE INCOMPLETE BY OCTOBER 1ST:

   - INSTALL EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2% OR GREATER
   - PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA
   - GRADE GUTTER SAG POINTS TO DRAIN. PROVIDE FOR DRAINAGE FROM ENDS OF IMPROVEMENTS.
   - PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEM AND CLEAN PIPES AS PER SPECIFICATION SECTION SS62.
   - SEAL OFF ALL SANITARY SEWER CONNECTIONS TO EXISTING SYSTEMS

6. THE CONTRACTOR SHALL MAINTAIN WINTERIZATION FACILITIES AT ALL TIMES UNTIL THE CITY ACCEPTS THE ROAD IMPROVEMENTS.

7. THOSE ENGAGED IN CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CITY OF ROCKLIN'S CONSTRUCTION NOISE COMPATIBILITY GUIDELINES, INCLUDING RESTRICTING CONSTRUCTION NOISE GENERATING ACTIVITIES WITHIN OR NEAR RESIDENTIAL AREAS TO BETWEEN 7:00 A.M. AND 7:00 P.M. ON WEEKDAYS AND 8:00 A.M. AND 7:00 P.M. ON WEEKENDS TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR OR BUILDING OFFICIAL.

SEWER

1. ALL WORK PERTAINING TO THE SANITARY SEWER SYSTEM SHALL BE COMPLETED IN ACCORDANCE WITH THE SPMUD STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION.

SEWER (CONT'D)

2. THE CONTRACTOR SHALL NOTIFY SPMUD 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE (916) 786-8555.

3. THE CONTRACTOR SHALL PROVIDE SPMUD WITH 24-HOUR EMERGENCY CONTACT INFORMATION (NAME, TITLE, TELEPHONE NUMBER) PRIOR TO START OF WORK.

4. DEBRIS THAT ENTERS THE SEWER SYSTEM AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REMOVED, PER THE DIRECTION OF SPMUD, AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO CLEAN THE SYSTEM, OR A PORTION OF THE SYSTEM, AS INDICATED BY THE POST CONSTRUCTION CCTV INSPECTION, AFTER ALL OTHER WORK HAS BEEN COMPLETED.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING FLOWS AND SHALL BE LIABLE FOR ALL EXISTING SEWER FACILITIES WITHIN THE SCOPE OF THE PROJECT UNTIL ALL IMPROVEMENTS ARE COMPLETED.

6. THE CONTRACTOR SHALL ACCURATELY REFERENCE, MARK, AND DOCUMENT ALL SPMUD SEWER STRUCTURES, IN A WAY ACCEPTABLE TO SPMUD, PRIOR TO REMOVING CASTINGS, COVERS, ETC., IF APPLICABLE. REFERENCE MARKINGS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SEWER STRUCTURES SHALL BE MADE ACCESSIBLE AS SOON AS POSSIBLE AFTER CONSTRUCTION. IN SOME CASES, SPMUD MAY REQUIRE THAT MANHOLES BE KEPT ACCESSIBLE AT ALL TIMES. CASTINGS, COVERS, ETC. SHALL BE SET TO GRADE IN ACCORDANCE WITH CITY OF ROCKLIN STANDARDS.

7. ADJUSTING SEWER MANHOLES TO GRADE. GRADE RINGS SHALL TOTAL A MINIMUM OF 3-INCHES AND A MAXIMUM 11-INCHES IN HEIGHT. ANY MANHOLE THAT CANNOT BE SET TO GRADE IN ACCORDANCE WITH THIS STANDARD WILL REQUIRE A BARREL OR CONE SECTION REPLACEMENT TO ACHIEVE PROPER GRADE.

8. PRIOR TO THE START OF ANY GRADING OR CONSTRUCTION, A PRE_CONSTRUCTION CCTV INSPECTION SHALL BE PERFORMED ON ALL SEWER PIPES WITHIN THE SCOPE OF THE PROJECT TO DOCUMENT PRE-CONSTRUCTION CONDITIONS. SPMUD HAS PERFORMED THIS INSPECTION AND HAS VIDEO AND RELATED DOCUMENTATION ON FILE. THE CONTRACTOR MAY ELECT TO UTILIZE THE EXISTING SPMUD CCTV INSPECTIONS AS THEIR PRE-CONSTRUCTION CONDITION. IF THE CONTRACTOR ELECTS TO PERFORM THEIR OWN PRE-CONSTRUCTION CCTV INSPECTION, IT SHALL BE AT THEIR OWN EXPENSE AND IN ACCORDANCE WITH SPMUD STANDARDS. UPON COMPLETION OF CONSTRUCTION AND JUST PRIOR TO FINAL SURFACING, THE CONTRACTOR SHALL RE-CCTV THE SAME EXISTING SEWER AND ALL NEWLY CONSTRUCTED SEWER. ANY INDICATED DAMAGE OR DEBRIS SHALL BE REPAIRED AND/OR CLEANED AT THEIR EXPENSE. ALL CCTV WORK TO BE IN ACCORDANCE WITH SPMUD STANDARD SPECIFICATIONS AND IN THE PRESENCE OF SPMUD.

9. IMMEDIATELY PRIOR TO COMMENCEMENT OF SLURRY SEAL OPERATIONS, ALL SEWER MANHOLES, BOXES, AND MISCELLANEOUS FRAMES SHALL BE PROTECTED BY THOROUGHLY COVERING THE SURFACE WITH AN APPROPRIATE ADHESIVE OF PAPER OR PLASTIC. DIESEL SHALL NOT BE UTILIZED AS A PROTECTIVE MEASURE. NO ADHESIVE MATERIAL SHALL BE PERMITTED TO COVER, SEAL, OR FILL THE JOINT BETWEEN THE FRAME AND COVER OF THE STRUCTURE. COVERS ARE TO BE UNCOVERED AND CLEANED OF SLURRY MATERIAL PRIOR TO OPENING THE ROAD TO TRAFFIC.

10. PRIOR TO REMOVING ANY FRAME AND COVER, A FALSE BOTTOM SHALL BE INSTALLED SPANNING ACROSS THE BENCH OF THE MANHOLE THAT PROHIBITS DEBRIS FROM ENTERING THE DISTRICT'S SEWER SYSTEM. FALSE BOTTOMS SHALL BE INSTALLED THAT ALLOW EXISTING FLOW TO REMAIN UNOBSTRUCTED.

11. ACCESS TO SEWER STRUCTURES AND FACILITIES SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION.

CA: 1-800-227-2600
CALL BEFORE YOU DIG
USA
UNDERGROUND SERVICE ALERT
CA: 1-800-227-2600
CALL TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

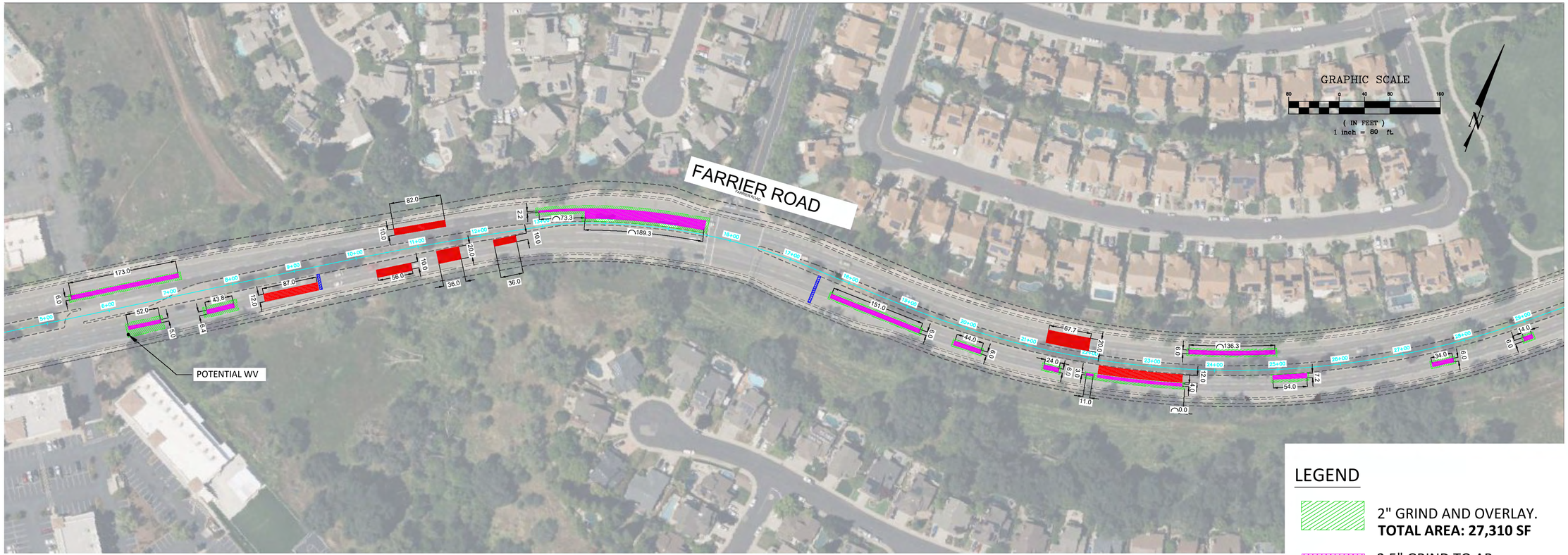
DRAWING NAME: GENERAL NOTES

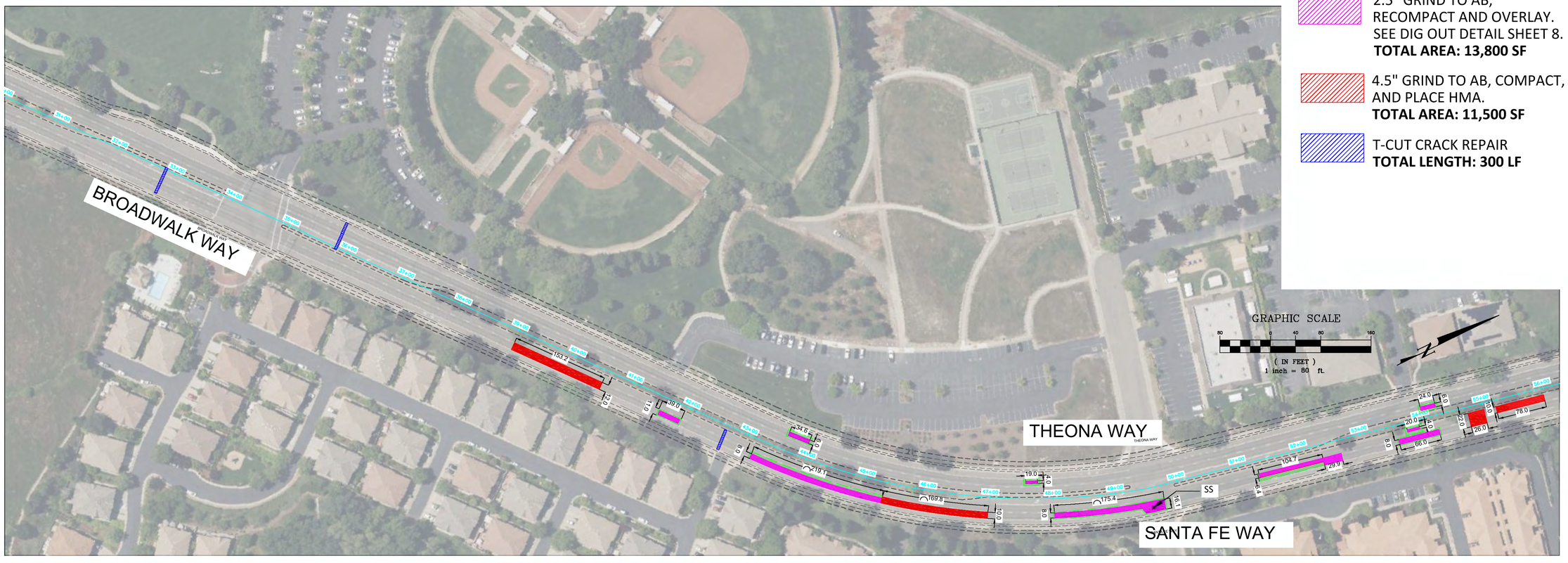
ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-2
SHEET: 2 OF 8





LEGEND

- 2" GRIND AND OVERLAY. **TOTAL AREA: 27,310 SF**
- 2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8. **TOTAL AREA: 13,800 SF**
- 4.5" GRIND TO AB, COMPACT, AND PLACE HMA. **TOTAL AREA: 11,500 SF**
- T-CUT CRACK REPAIR **TOTAL LENGTH: 300 LF**

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

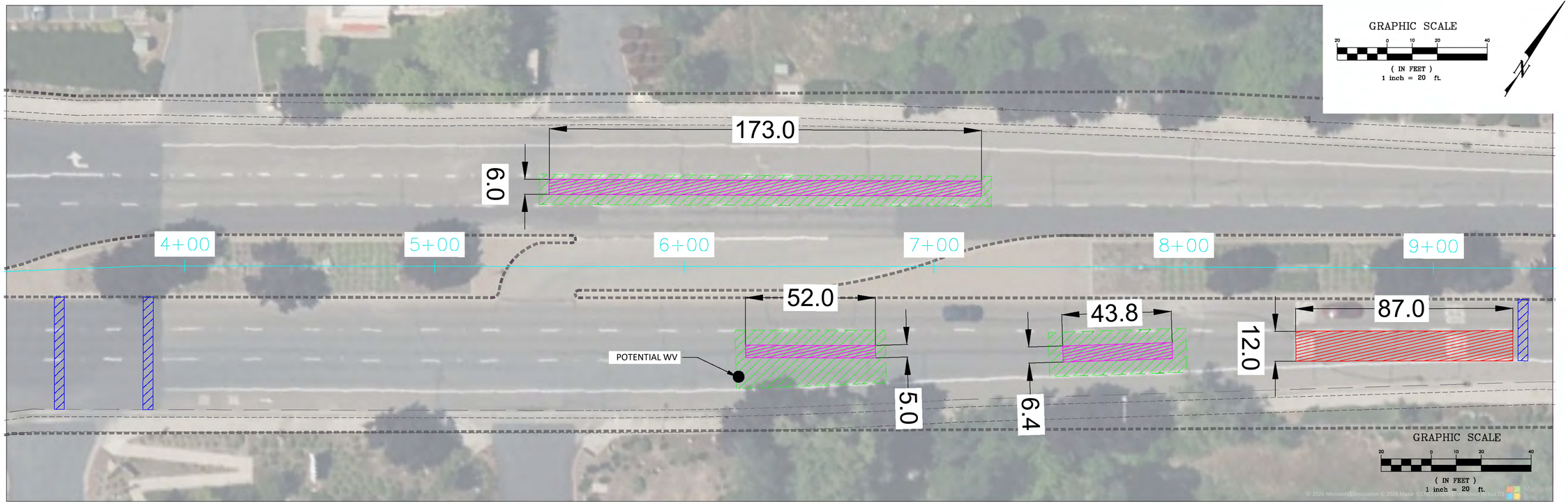
DRAWING NAME: DIG OUT SITE

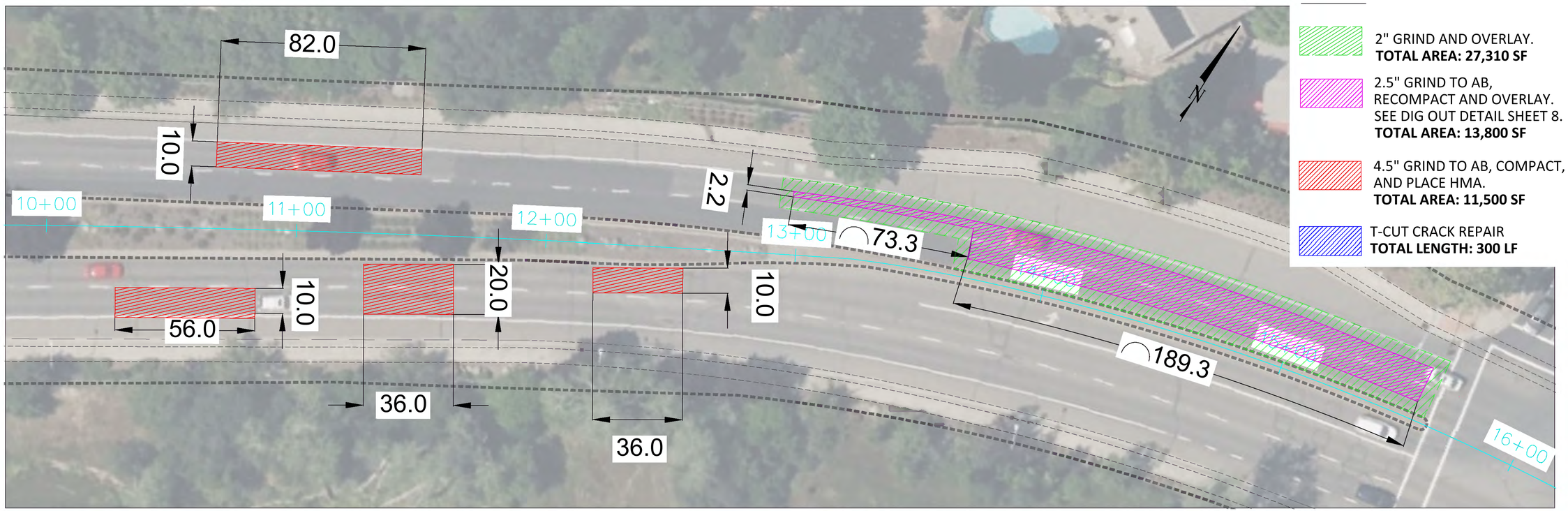
ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=80'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-3
SHEET: 3 OF 8





LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

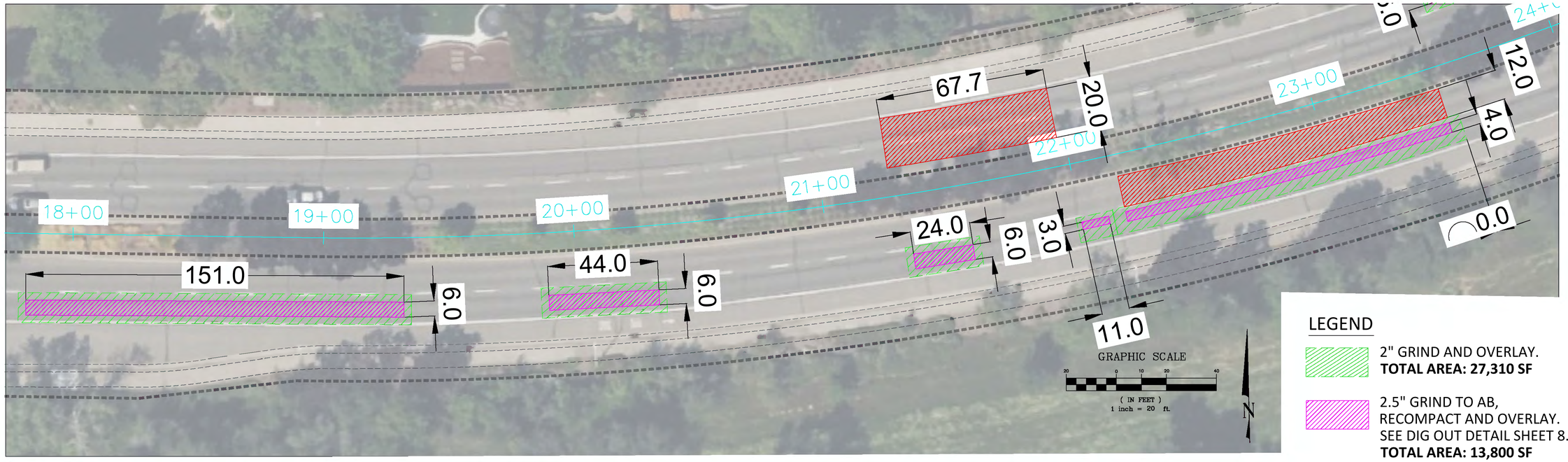
DRAWING NAME: DIG OUT STA. 4+00 TO 16+00

ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-4
SHEET: 4 OF 8



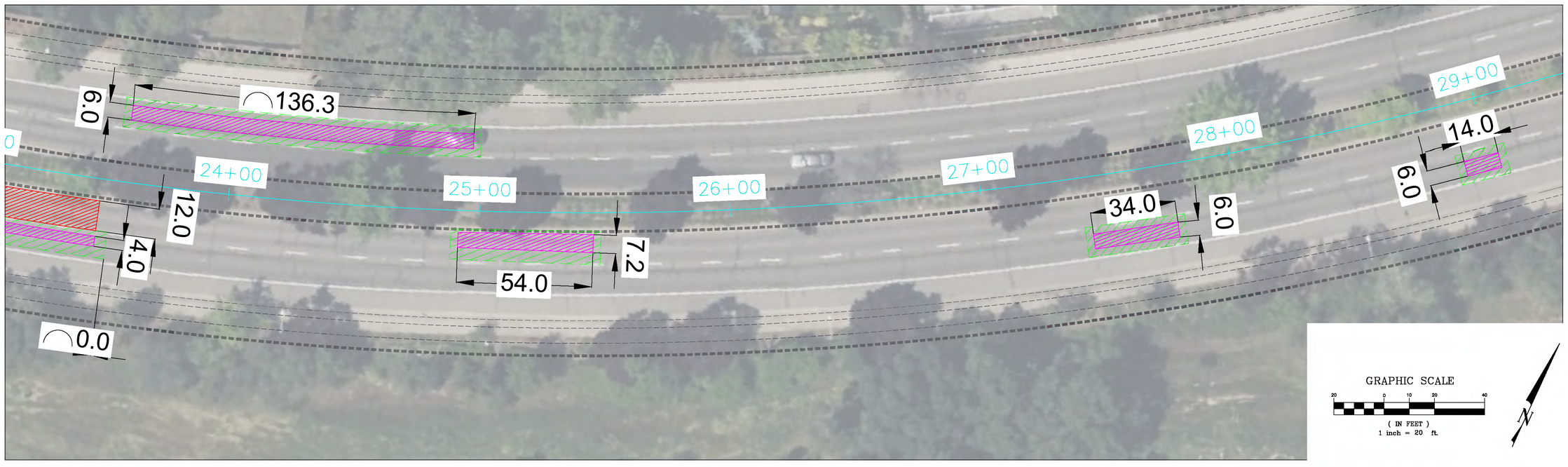
LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF



NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME
PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

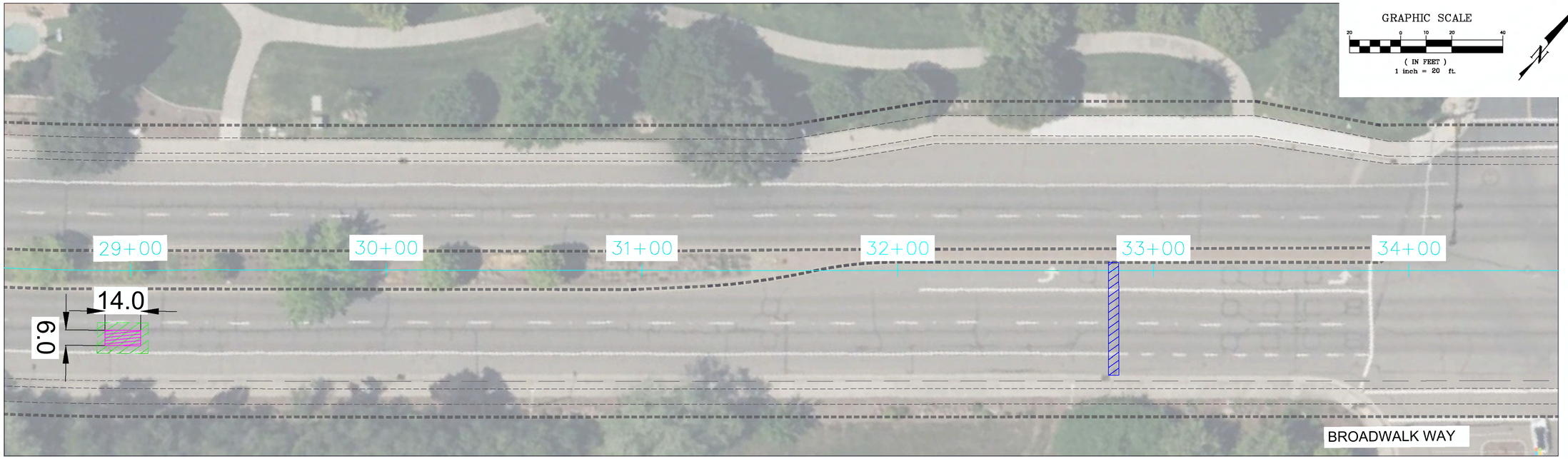
DRAWING NAME
DIG OUT STA. 18+00 TO 29+00

ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-5
SHEET: 5 OF 8



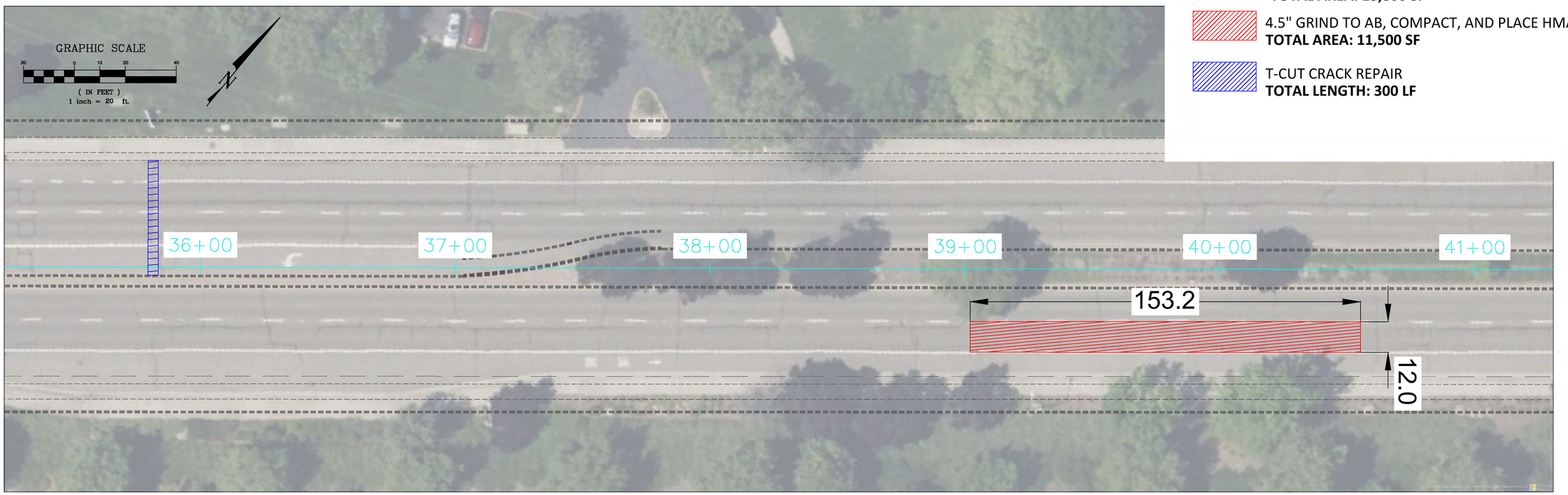
LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF



NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME
PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

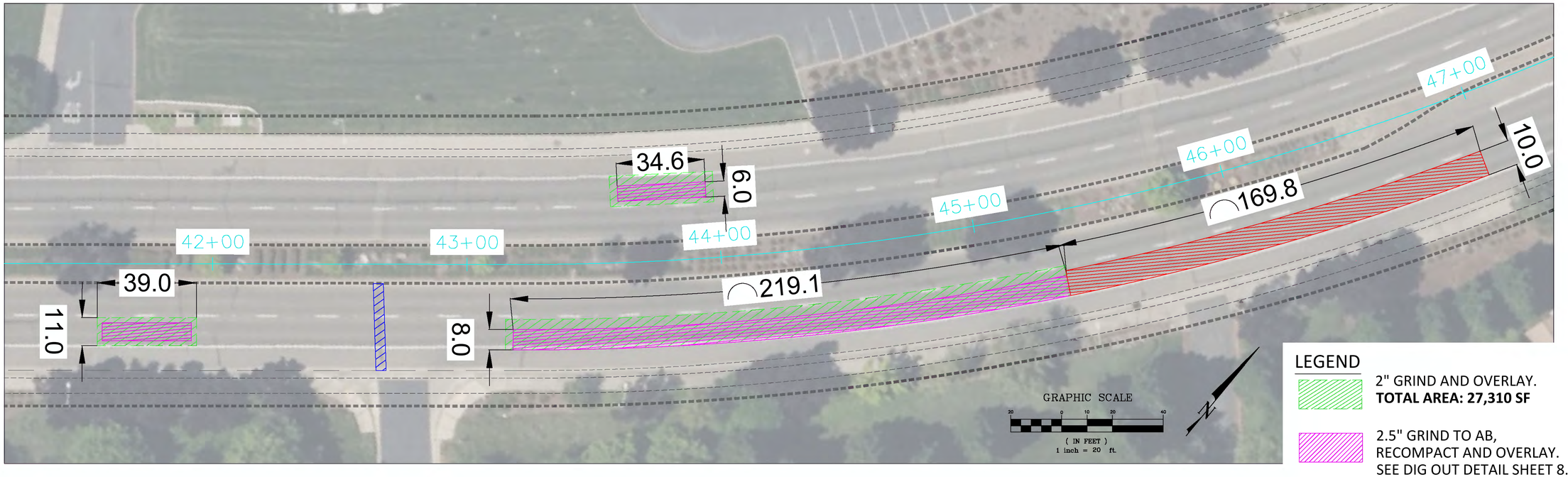
DRAWING NAME
DIG OUT STA. 29+00 TO 41+00

ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1"=20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-6
SHEET: 6 OF 8



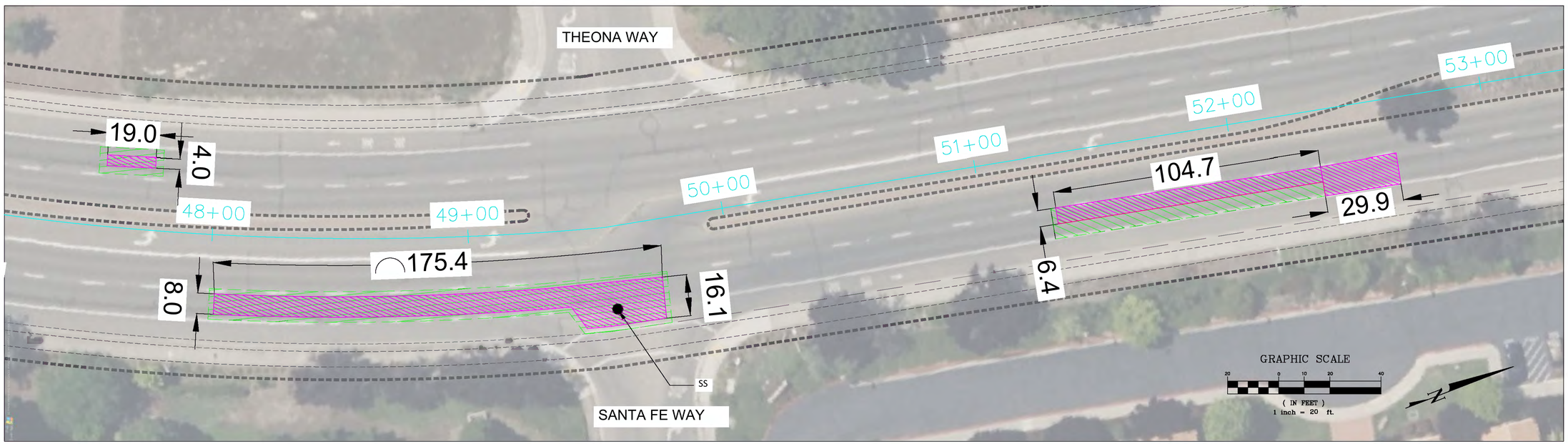
LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

2.5" GRIND TO AB, RECOMPACT AND OVERLAY.
SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF



NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME
PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

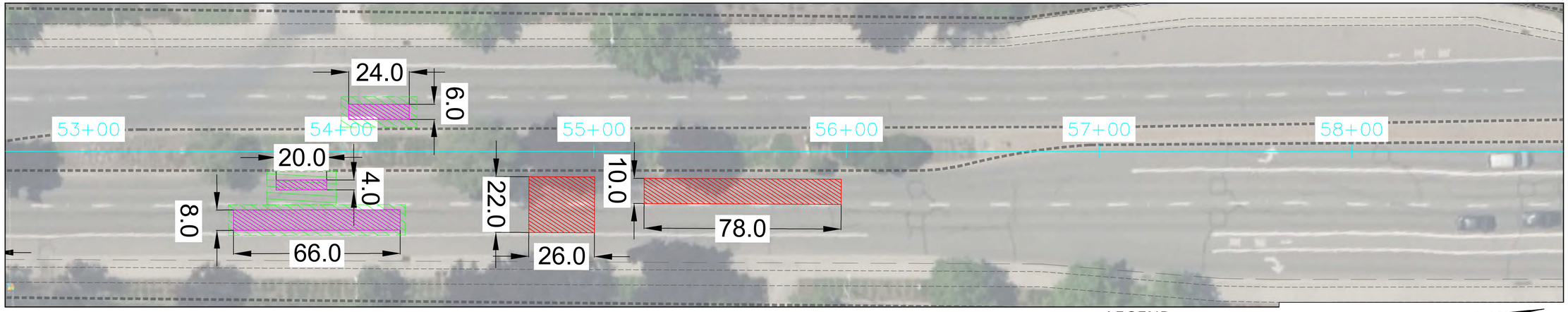
DRAWING NAME
DIG OUT STA. 42+00 TO 53+00

ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-7
SHEET: 7 OF 8



LEGEND

2" GRIND AND OVERLAY.
TOTAL AREA: 27,310 SF

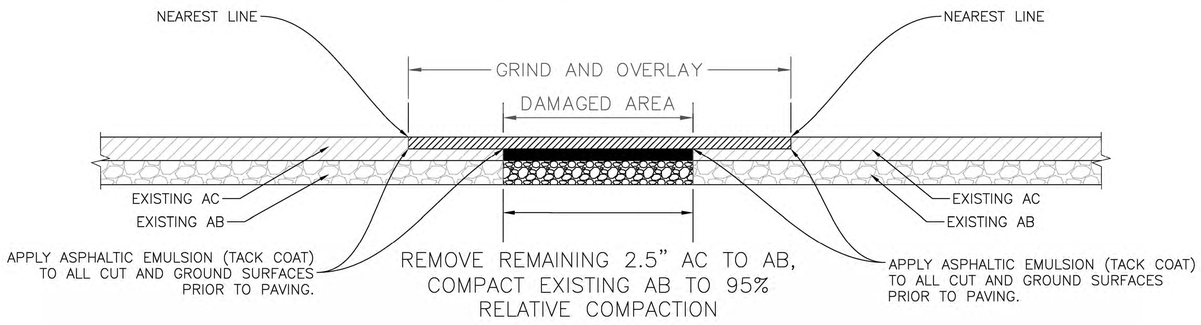
2.5" GRIND TO AB, RECOMPACT AND OVERLAY. SEE DIG OUT DETAIL SHEET 8.
TOTAL AREA: 13,800 SF

4.5" GRIND TO AB, COMPACT, AND PLACE HMA.
TOTAL AREA: 11,500 SF

T-CUT CRACK REPAIR
TOTAL LENGTH: 300 LF

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

DIG OUT DETAIL

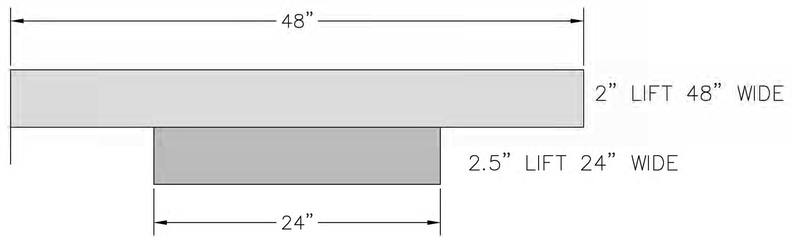


PAVEMENT REPAIR - PARTIAL DEPTH DIG-OUT WITH GRIND AND OVERLAY

1. GRIND 2 INCHES OF EXISTING ASPHALT CONCRETE (AC) FROM LANE TO LANE ACROSS THE REPAIR AREA, EXTENDING 2 FEET BEYOND THE VISIBLE LIMITS OF PAVEMENT DISTRESS AT BOTH ENDS.
2. WITHIN THE LIMITS OF THE DAMAGED AREA, REMOVE AN ADDITIONAL 2.5 INCHES OF PAVEMENT (TOTAL DEPTH = 4.5 INCHES FROM ORIGINAL SURFACE) DOWN TO THE AGGREGATE BASE (AB).
3. COMPACT THE EXPOSED AGGREGATE BASE (AB) TO A MINIMUM OF 95% RELATIVE COMPACTION. NOTIFY ENGINEER IF UNSTABLE MATERIAL IS ENCOUNTERED.
4. APPLY ASPHALTIC EMULSION (TACK COAT) TO ALL VERTICAL EDGES AND HORIZONTAL SURFACES PRIOR TO PLACING ASPHALT CONCRETE.
5. PLACE 2.5 INCHES OF HMA IN THE DIG-OUT AREA, THEN PLACE 2 INCHES OF HMA OVER THE ENTIRE GROUND AREA TO MATCH EXISTING GRADE AND CROSS SLOPE. COMPACT TO REQUIRED DENSITY.
6. FOR AREAS OF PAVEMENT DISTRESS THAT EXTEND ACROSS A SUBSTANTIAL PORTION OF THE LANE WIDTH, OR WHERE MULTIPLE REPAIRS WOULD RESULT IN NARROW STRIPS OF REMAINING PAVEMENT, REMOVE AND REPLACE THE FULL LANE WIDTH. EXCAVATE 4.5 INCHES BELOW THE EXISTING SURFACE TO THE TOP OF AGGREGATE BASE (AB), COMPACT THE EXPOSED AB TO A MINIMUM OF 95% RELATIVE COMPACTION, AND REPLACE WITH 4.5 INCHES OF HOT MIX ASPHALT (HMA) TO MATCH EXISTING GRADE AND CROSS SLOPE. NO ADDITIONAL GRINDING OR OVERLAY SHALL BE REQUIRED IN THESE AREAS.

PARK DRIVE CROSS SECTION

STREET	DESIGN T.I.	A.C. (TYPE B)	AG. BASE (CLASS 2)	DECOMPOSED GRANITE
FARRIER ROAD	5.5	3.0 3.0	7.0 –	– 10.0
DARBY ROAD	5.5	3.0 3.0	7.0 –	– 10.0
PARK DRIVE	7.0	4.0 4.5	9.0 –	– 11.0
STANFORD RANCH ROAD	7.0	4.0 4.5	9.0 –	– 11.0



T-CUT CROSS SECTION FOR CRACKS ON PARK DRIVE

NO.	REVISION	BY	DATE

DESIGNED: WS
DRAWN: WS
CHECKED: CL
APPROVED: CL
INITIALS

PROJECT NAME: PARK DRIVE DIG-OUT
PARK DRIVE BETWEEN SUNSET BOULEVARD AND STANFORD RANCH ROAD

DRAWING NAME: DIG OUT STA. 53+00 TO 58+00
DIG OUT DETAIL AND ESTIMATE

ROCKLIN COUNTY OF PLACER CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=20'
DATE: 3/26/26
CITY PROJECT NO.: 012726
DRAWING: C-8
SHEET: 8 OF 8

SPECIAL PROVISIONS

The following descriptions of bid items are provided to further describe several items contained in the Bid Proposal. It is not the intention of this summary to limit each only to those specific work descriptions, but rather show that each item listed shall include everything required, whether specifically enumerated or not, to construct, install or provide (including profit and overhead), the complete items of work.

All quantities and measurements are approximate, and should be field-verified prior to bid submittal.

Unit prices shall include all related costs to remove and replace material as specified below. This includes all traffic striping/marking removal and replacement, any water pollution control that is needed, any required mobilization or delivery, and all traffic control.

All quantities and bid items are assumed to have no rock within the project limit. Therefore, in bidding the items, contractor shall assume no rock excavation.

In the event rock is encountered, the removal and disposal shall be considered extra work.

ITEMS:

BID ITEM 1 & 3 – EXCAVATE/REPLACE ASPHALT CONCRETE (TYPE A)

This work shall consist of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete as shown on the plans and in conformance with the Special Provisions.

The unit price paid under this item shall include all labor, tools, materials, and equipment necessary to cold mill existing pavement, disposal of material, and furnish and place new hot mix asphalt concrete. (Type-A HMA)

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Project Manager.

Existing asphalt concrete surfacing and underlying base material removed during a working day shall be replaced the same working day before the time the lane is to be opened to public traffic in conformance with the Special Provisions. (Don't remove asphalt if you can't finish it with HMA in the same day.)

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Project Manager or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Project Manager. Repairing or

removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 13-4 and 14-10 of the 2010 Caltrans Standard Specifications.
The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Project Manager.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The quantity of excavate/replace of asphalt concrete to be paid for and measured by the square foot. Weigh tickets will be required for tonnage verification.

The contract price paid per square foot to excavate/replace of asphalt concrete shall include full compensation for furnishing all labor, materials (including asphalt concrete), removal and disposal of spoils and materials, tools, equipment, and incidentals, and for doing all the work involved in excavate/replace of asphalt concrete complete in place, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Project Manager.

Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 325 degrees F.

Asphalt concrete for paving and repair work shall be Type A Medium Gradation, conforming to the requirements of Section 39 of the 2010 Caltrans Standard Specifications. Asphalt binder shall be an PG-64-10 viscosity graded; steam refined paving asphalt conforming to Section 92 of the 2010 Caltrans Standard Specifications.

All types of Asphalt Concrete shall comply with the specifications below.

The actual asphalt cement content may vary up to 0.5% plus/minus from the target optimum bitumen content (OBC) unless the job-mix-design and final product indicate the required provisions are not met.

NOTE: At the OBC, the compacted mixture shall have the following properties:

37 min. Type A

The suggested job-mix-design air voids below are provided to help obtain compaction requirements in the field and are not a specification requirement.

Air Voids 3% to 5%

Only materials conforming to the specifications shall be incorporated in the work. The materials shall be manufactured, handled and used to industry standards.

The Contractor shall furnish the Project Manager for review and approval, at least ten (10) working days prior to start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications and the job-mix-design for the asphalt concrete.

The Certificate of Compliance shall be signed by the material supplier of his representative. It is the intent of these specifications that materials to be incorporated in the work meet the requirements of these specifications after incorporation in the paved areas shown on the plans.

At least ten (10) working days prior to start of work, the Contractor shall also furnish a job-mix-design for the asphalt concrete. The job-mix-design shall indicate all of the following:

1. Percentage passing each sieve size
2. Percent asphalt recommended
3. Percent voids*
4. Stability*
5. Maximum theoretical unit weight*

The * items shall be provided at each asphalt content used to arrive at the recommended optimum bitumen content.

The job-mix-design shall be in effect until a change is approved in writing by the Project Manager.

The Contractor shall be responsible for all costs associated with the required job-mix-design. Recent mix designs from previous jobs using the same mixture may be submitted for approval. Mix design in excess of 6 months in age must be submitted with recent gradations for verification.

The Project Manager shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specifications compliance. The Project Manager reserves the right to obtain samples at the point of delivery and/or at the point of
manufacture. The Project Manager shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. Any material testing completed or not completed by the Project Manager does not relieve the Contractor of complying to the provisions herein.

The asphalt concrete used for overlay shall conform to these specifications.

Prior to placing the overlay, all areas capable of ponding water greater than 3/8 inch in depth shall be leveled as necessary to eliminate the possibility of standing water.

Any time new asphalt concrete is to be placed in contact with existing asphalt concrete the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat emulsion shall be SS-Ih. Tack coat may be diluted for workability, but shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.

The asphalt concrete shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such manner as to avoid segregation of aggregate during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Project Manager.
Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

All mixtures shall be spread at a temperature of not less than 260 degrees F., and not greater than 300 degrees F. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees F.

Asphalt concrete surfacing shall be placed in lifts no less than 1.5 inches or greater than 3 inches in thickness (compacted). Total thickness of surfacing shall be as indicated on the plans.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than ten (10) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices.

The asphalt paver shall operate independently of the being unloaded or shall be capable of propelling the vehicles being unloaded in satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicles shall not be depended upon to maintain contact between the vehicle and the machine.

If a bucket or tank of diesel fuel is carried on the paver for the purpose of cleaning rakes and shovels, a container of Grease Sweep or equivalent absorbent material shall also be carried on the paver. All diesel spills shall be promptly cleaned up.

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum, having adjustable frequency and amplitude settings directly available to the operator during operation. The roller shall be equipped with self-reversing eccentrics. The vibratory mode shall automatically shut off when machine direction is changed.

Rollers shall not be parked or left idling on the overlay surface until it has completely cooled.

Asphalt concrete shall be compacted to minimum 93 percent of Maximum Theoretical Density (density with zero air voids) as determined by American Society of Testing Materials (ASTM) D-2041.

The surface, when completed, shall be smooth, dense, well-bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions, or irregularities. When a straight-edge 12 feet long is laid on the finished surface and parallel with the center line of the road or driveway, the surface shall not vary more than 0.02 foot from the lower edge of the straight-edge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 10-foot pass.

Any ridges, indentation or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

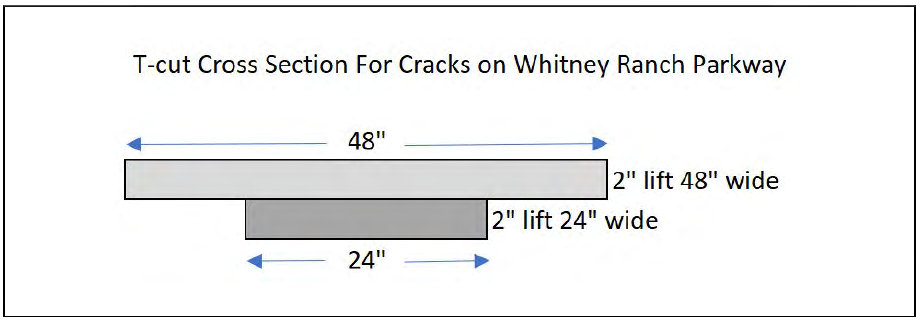
Finished asphalt concrete pavements which do not conform to the specified compaction requirement will be paid for using the following pay factors.

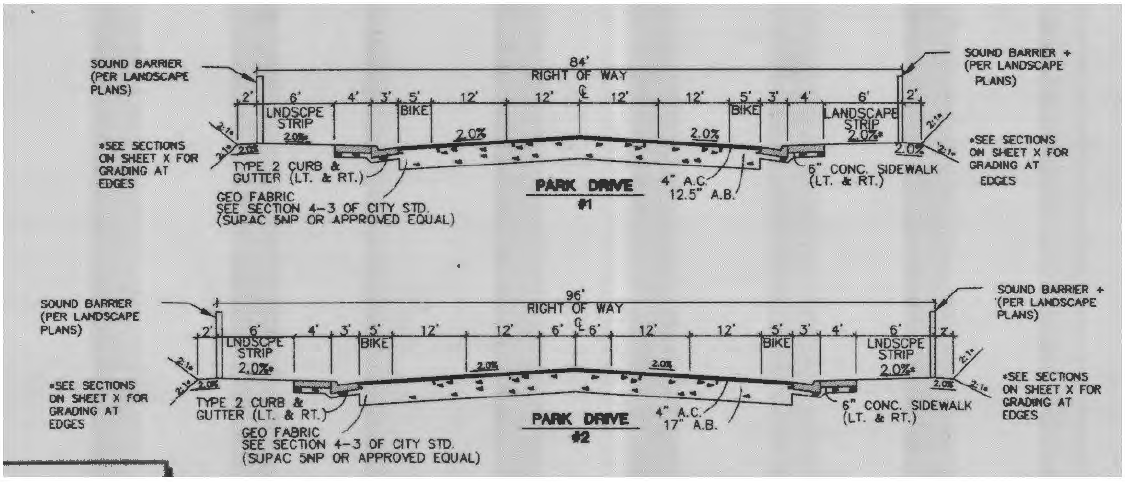
In-Place Compaction	Pay Factor
93% or greater	100% Pay factor
90 – 92.9%	90% Pay factor
89.9% or less	Remove and replace as directed by Project Manager

Final payment for asphalt concrete shall be based on Weigh master's Certificates and shall be paid for at the price bid per Ton.

T-CUTS -3-

See below detail:





BID ITEMS 2 & 4 - STRIPING

Replace existing striping per MUTCD standard details.

BID ITEM 5 – IDENTIFY, PROTECT, ADJUST AND/OR RESTORE EXISTING MANHOLES, UTILITY BOXES, AND MONUMENTS TO GRADE

Shall include full compensation for all labor, tools, equipment material, and incidental work necessary to identify, protect, adjust and/or restore existing manholes, utility boxes and monuments to grade as needed and agreed upon by City Project Manager, or his designee. All work shall conform to the appropriate agency responsible for the manhole and as specified in Section 15 of the 2010 Caltrans Standard Specifications. In the event all or a portion of the item to be relocated is damaged beyond repair, the bid price shall be considered as full compensation to replace the damaged portion as though it were undamaged. The contractor is responsible to identify the number of utilities impacted throughout the duration of the project.

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Park Drive Dig Outs	
DATE: April 1, 2026	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Always Paving Inc.	$330,375.00	$	✓	✓
2. Action Asphalt & Concrete	$313,055.00	$	✓	✓
* 3. JB Bostick Co. *	$208,820.00 * written amount $216,392.00	$	✓	✓
4. Vintage Paving Company Inc.	$382,375.00 written $389,975.00	$	✓	✓
5. Martin Brothers Construction	$308,264.00	$	✓	✓
6. Western Engineering Contractors Inc.	$475,129.00	$	✓	✓
7. RNR Paving Inc.	$240,312.49	$	✓	✓
8. Martin General Engineering Inc.	$295,495.00	$	✓	✓
9. Central Valley Engineering & Asphalt Inc.	$236,398.00 written $20,698	$	✓	✓
10. LaFleur Engineering	$327,695.00	$	✓	✓

Taryn Purpura
Taryn Purpura, Finance

4/1/2026
Date

Avinta Singh, City Clerk

4/1/2026
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Citywide Facilities Condition Assessment Project

Date: May 26, 2026

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Kitchell/CEM, Inc. for a Facilities Condition Assessment.

Background:

As part of the City's Strategic Plan "Resilience" pillar, maintenance of City facilities and infrastructure is identified as a strategic goal. To address this goal, a comprehensive review of all City facilities was necessary and was included in the Strategic Plan staff work plan and General Fund fund balance was set aside to support the project.

The City issued a Request for Proposals (RFP) on September 12, 2025 for a comprehensive facilities condition assessment of 52 City-owned buildings and structures across 22 locations. The City received nine (9) proposals, which were reviewed by an internal selection panel, consisting of the Public Works Director, Public Works Manager, Facilities Operations Superintendent, and a Building Trades Worker. Following the initial review, the panel identified four (4) most qualified firms and invited them to interview and demonstrate their approach to the project. Based on the evaluation, the interview panel unanimously selected Kitchell/CEM, Inc. as the top ranked firm, and subsequently began contract negotiations.

The total negotiated cost for the assessment is $121,500. The scope of services includes facility assessment planning, on-site facility condition assessment, analysis of facility condition assessment information, and Rocklin Police Station solar carport assessment. Staff recommends that the City Council authorize the City Manager to execute the contract with Kitchell/CEM, Inc. Staff also recommends granting the City Manager change order authority of up to 15% of the original contract amount to address any additional assessments or unforeseen conditions identified during the course of the project. Finally, staff recommends appropriating $140,000 previously set-aside by the City Council for the Facilities Assessment from the General Fund (Fund 100) committed fund balance.

Fiscal Impact:

Sufficient funds are available in the Fund 100 committed fund balance to support the recommended appropriation.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Agreement
3. Request for Proposals
4. Kitchell/CEM, Inc. Proposal

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KITCHELL/CEM, INC., FOR A FACILITIES CONDITION ASSESSMENT

WHEREAS, staff issued a Request for Proposals to providing a Facilities Condition Assessment of City owned buildings and structures, which was advertised on September 12, 2025, with a proposal deadline of October 10, 2025; and

WHEREAS, nine (9) proposals were received, which were evaluated and ranked, and Kitchell/CEM, Inc. was determined to have submitted the proposal most aligned with the needs of the City, with a total cost for the assessment of $121,500; and

WHEREAS, to effectively address any additional assessment or unforeseen conditions identified during the course of the project, staff recommends granting the City Manager with a change order authority of up to 15% of the original contract amount; and

WHEREAS, a budget appropriation of $140,000 from the General Fund (Fund 100) committed fund balance, previously set aside by the City Council, for the Facilities Assessment, is needed to support this contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rocklin does hereby resolve as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the Facilities Condition Assessment to Kitchell/CEM, Inc. and the City Manager is authorized to execute the Agreement with Kitchell/CEM, Inc. in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with Kitchell/CEM, Inc. of up to 15% of the original contract amount ($18,225).

Section 4. A budget appropriation of $140,000 from the General Fund (Fund 100) committed fund balance is hereby approved to support the Facilities Condition Assessment. Any unexpended funds remaining at the conclusion of the project shall be returned to the Fund 100 committed fund balance.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND KITCHELL/CEM, INC.

This agreement is entered into between the City of Rocklin, through its Public Works Department ("City") and Kitchell/CEM, Inc., a California Corporation, ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing a facilities condition assessment of City owned buildings and structures.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Consultant shall evaluate the physical condition of 52 municipally-owned buildings and structures across 22 locations. The Facilities Condition Assessment ("FCA") will provide a foundation for long-term capital planning, budgeting, and asset management to ensure safe, compliant, and cost-effective operations of government facilities that serve the community and support municipal services.

The Consultant shall perform a comprehensive visual assessment of each facility, including:

A.1 Site and Facility Inspections

- Conduct on-site inspections at all 22 locations, covering 52 buildings/structures (locations identified in Exhibit A).
- Evaluate:
  - Exterior elements: walls, windows, doors, roofs, stairs, ramps, site utilities
  - Interior elements: finishes, doors, ceilings, flooring, space usage
  - Major building systems: HVAC, electrical, plumbing, fire/life safety
  - Site components: parking, drainage, hardscapes, landscaping, signage
  - Code and accessibility compliance (ADA and applicable local/state codes)

A.2 Systems Evaluation and Lifecycle Analysis

- Assess the physical condition, estimated remaining life, and operational adequacy of:
  - Structural systems
  - Roofing systems
  - HVAC equipment and controls
  - Electrical and lighting systems
  - Plumbing and water systems, including express sewer and drain scoping
  - Fire/life safety and security systems
  - Building envelope (weatherproofing, insulation)
  - Police Station Solar Carport Condition Assessment and report to identify current condition with repair and/or replacement options.
- Identify deficiencies and anticipated lifecycle replacements

A.3 Documentation Review and Staff Consultation

- Review any available drawings, maintenance logs, and prior assessments
- Meet with facility and departmental staff to document known issues, service histories, and operational concerns

A.4 Deficiency Identification and Prioritization

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

- Document deficiencies by category:
  - Immediate (Health/Safety or Critical Function)
  - Short-Term (0–2 years)
  - Mid-Term (3–5 years)
  - Long-Term (6–10 years)
- Prioritize by risk, impact on operations, and potential cost avoidance

A.5 Cost Estimation

- Provide opinion-of-probable-cost estimates for corrective actions, based on industry-standard pricing (e.g., RSMeans) or local cost benchmarks
- Include assumptions for escalation and contingencies

A.6 Facility Condition Index (FCI)

- Calculate the FCI for each building:
- FCI = Cost of Deficiencies ÷ Current Replacement Value
- Classify facility condition using standard benchmarks (e.g., Good: <0.05, Fair: 0.05–0.10, Poor: >0.10)

A.7 Reporting and Deliverables

Provide the following outputs:

- Reports:
  - Executive Summary: portfolio-wide findings, major themes, and capital planning recommendations
  - Individual Building Reports: narrative findings, system summaries, photos, and FCI data
  - Consultant shall provide the draft Reports to City within the timeframe identified in the approved schedule at the start of the project.
- Data Tools:
  - Summary table of all 52 buildings/structures with FCI, deficiencies, and cost totals
  - Deficiency log in Excel or database format, filterable by location, system, priority, and year

B. Consultant shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Consultant shall notify City in writing, of any other changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Consultant to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant's profession. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents and warrants that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. Consultant shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Consultant's obligations under this Agreement.

Section 2. RESPONSIBILITIES OF CITY

Pursuant to the terms and conditions of this agreement, City shall:

A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION

A. Consultant shall be paid ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($121,500) for the services described in this agreement consistent with the hourly staff rates and project task costs as set forth in Exhibit A "Fee Schedule" attached hereto and incorporated herein by this reference.

B. In no event shall the maximum amount payable under this agreement exceed ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($121,500).

C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

A. Consultant shall submit to Public Works within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

At minimum, all invoices submitted by Consultant shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section.

Section 5. TERM OF AGREEMENT

A. This agreement shall commence as of the last date it has been signed by both Parties and shall end when the City accepts the final report.

Section 6. TERMINATION OF AGREEMENT

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant was not in default

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's Designee.

E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. Contract Documents. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees to the extent caused by the negligent work pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, to the extent caused by the negligent work pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment related to this agreement. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor agrees to have and maintain the policies set forth below, 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 Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8)

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Consultant has no employees, Consultant must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate and applicable to the Consultant's profession and the services and work being performed, with limits of not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Consultant's services under this Agreement.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage**. For any claims related to this Contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. **Umbrella or Excess Policy**. The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

4. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancelation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

5. **Waiver of Subrogation**. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

   a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. **Verification of Coverage**. Consultant shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

10. **Subcontractors**. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

Section 15. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City:
Public Works
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

If to Consultant:
Kitchell/CEM, Inc.
2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833
(916) 648-9700
Gbachanas@kitchell.com

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

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

CONSULTANT

By: Signed by: Geoff Bachanas 4F5A1AE51B68490...

Geoff Bachanas, President

Section 23. POWER AND AUTHORITY TO ENTER INTO AGREEMENT

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

Section 24. OWNERSHIP OF WORK

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager
City of Rocklin

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber, City Attorney

CONSULTANT

By: Signed by: Geoff Bachanas 4F5A1AE51B68496... Date: 5/7/2026 | 5:05 PM PDT
Geoff Bachanas, President
Tax I.D.#: [redacted]

Docusign Envelope ID: AB59E7BF-BFE6-8A6C-81B6-783BBF1933EE

EXHIBIT A

FEE SCHEDULE

Revision: 04/01/2026

City of Rocklin Facilities Condition Assessment		Engineering Department Executive	Engineering Operations Manager	Project Manager	Architect	Electrical Engineer	Mechanical Engineer	Estimating	Administrative Support/Clerical	Total Hrs	Total Fee
Task #	Description	$260.00	$234.00	$219.00	$177.00	$177.00	$177.00	$167.00	$104.00		
1	**Facility Assessment Planning**										
1.1	Project kick-off meeting			4	2	2	2		2	12	$2,146
1.2	Review available documentation			8	16	16	16			56	$10,248
1.3	Define data collection parameters & scheme for Excel Deliverable			10					2	12	$2,398
	Sub-Total	0	0	22	18	18	18	0	4	80	$14,792
2	**On-Site Facility Condition Assessment**										
2.1	Mobilization Meetings		2	8	2	2	2		2	18	$3,490
2.2	Conduct in-person field assessments		2	8	40	40	40		4	134	$23,876
	Sub-Total	0	4	16	42	42	42	0	6	152	$27,366
3	**Analysis of Facility Condition Assessment Information**										
3.1	Evaluate & assign condition ratings to each system/component			16	40	40	40			136	$24,744
3.2	Prepare detailed cost estimates			4	2	2	2	20		30	$5,278
3.3	Quality Control		4	8	10	10	10			42	$7,998
3.4	Prepare & issue draft report			4	4	4	4		40	56	$7,160
3.5	Update & issue final report per City comments		2	8	8	8	8	4	12	50	$8,384
3.6	Format final report data to Excel Format for CMMS			16					8	24	$4,336
	Sub-Total	0	6	56	64	64	64	24	60	338	$57,900
4	**Police Station Solar Carport Assessment**										
4.1	Carport issue analysis					6				6	$1,062
4.2	Prepare solar carport estimate					4		2		6	$1,042
4.3	Prepare & issue draft report					4				4	$708
4.4	Update & issue final report per City comments					4				4	$708
	Sub-Total	0	0	0	0	18	0	2	0	20	$3,520
		0	10	94	124	142	124	26	70	590	103,578

Travel Expense Allowance	2,000
Express Sewer & Drain - Sewer Scoping Analysis (25 laterals)	15,925
Total Fee	**121,500**

FACILITIES CONDITION ASSESSMENT

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE A COMPREHENSIVE FACILITIES CONDITION ASSESSMENT OF 52 MUNICIPALLY-OWNED BUILDINGS AND STRUCTURES ACROSS 22 LOCATIONS

ROCKLIN
CALIFORNIA

Issued on: Friday, September 12, 2025

Proposal responses due: Friday, October 10, 2025, 2:00 pm

City of Rocklin—Corporation Yard

Attention: Matt McClure, Public Works Manager

Matt.Mcclure@rocklin.ca.us

4081 Alvis Court, Rocklin, CA 95677

TABLE OF CONTENTS

1 SECTION I – OVERVIEW OF PROCESS 2
1.1 BACKGROUND 2
1.2 CITY OVERVIEW 2
1.3 PROJECT OVERVIEW 2
1.4 INSTRUCTIONS 2
1.5 PURPOSE OF THE RFP 2
1.6 RFP SCHEDULE 2
1.7 SELECTION CRITERIA 3
1.8 SCOPE OF SERVICES 3
1.9 PROJECT SCHEDULE 3
1.10 LETTER OF INTENT TO RESPOND 3
1.11 QUESTIONS AND INQUIRIES 3
2 SECTION II – SUBMITTAL REQUIREMENTS 3
2.1 PROPOSAL FORMAT REQUIREMENTS 3
2.1.1 Cover Letter 4
2.1.2 Proposer's Certification 4
2.1.3 Proposal 4
2.1.4 Cost Proposal 6
2.2 SUBMITTAL INSTRUCTIONS 6
3 SECTION III – EVALUATION OF RESPONSES 7
3.1 SELECTION PROCESS 7
3.2 EXAMINATION OF PROPOSAL DOCUMENTS 7
4 SECTION IV – LIST OF ATTACHMENTS 8
4.1 SAMPLE CONTRACT 9
5 SECTION V – SCOPE OF SERVICES 24
5.1 OBJECTIVE 24
5.1.1 Site and Facility Inspections 24
5.1.2 Systems Evaluation and Lifecycle Analysis 24
5.1.3 Documentation Review and Staff Consultation 24
5.1.4 Deficiency Identification and Prioritization 24
5.1.5 Cost Estimation 25
5.1.6 Facility Condition Index (FCI) 25

5.1.7 Reporting and Deliverables 25
5.2 DELIVERABLES 25
5.3 EXCLUSIONS 25
5.4 SCHEDULE 25
5.5 PROPOSER'S CERTIFICATION 26

REQUEST FOR PROPOSALS FOR THE CITY OF ROCKLIN

FACILITIES CONDITION ASSESSMENT

1 SECTION I – OVERVIEW OF PROCESS

1.1 BACKGROUND

The Public Works Department, invites proposals from qualified firms to conduct a thorough assessment of the City of Rocklin's facilities current conditions.

1.2 CITY OVERVIEW

The City of Rocklin is an incorporated city with a population of more than 73,000 residents, located in Placer County off of Interstate 80, approximately 22 miles northeast of Sacramento, California. The City of Rocklin is a General Law city operating under the City Council/City Manager form of government.

1.3 PROJECT OVERVIEW

The purpose of this Facilities Condition Assessment (FCA) is to evaluate the physical condition of 52 municipally-owned buildings and structures across 22 locations. The FCA will provide a foundation for long-term capital planning, budgeting, and asset management to ensure safe, compliant, and cost-effective operations of government facilities that serve the community and support municipal services.

1.4 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

1.5 PURPOSE OF THE RFP

The City seeks a professional firm to provide a comprehensive assessment of its facilities. Each proposer is required to utilize their expertise to advise and make recommendations in their proposals, including any omission in these specifications which may adversely affect the requirements of the City.

1.6 RFP SCHEDULE

RFP Released by the City..... 9/12/2025
Deadline for Final Questions..... 9/26/2025
City Responses to Written Questions.....10/03/2025
Proposal Submission Deadline..... 10/10/2025
Interviews as needed*..... 11/05/2025
Contract Negotiations*..... 11/12/2025
Council meeting to award contract*..... 1/27/2026
*Dates may be adjusted as necessary

1.7 SELECTION CRITERIA

The ideal firm will have extensive experience working with California government agencies and assessing public facilities. Greater detail about the selection process is in Section 3 of this RFP.

1.8 SCOPE OF SERVICES

The selected firm will conduct on-site facility inspections at all 22 City locations with 52 buildings/structures to report on the condition of interior and exterior building elements, major building systems, and site components; provide analysis and recommendations on the lifecycle and operational adequacy of specified building component and systems; provide a report of current and anticipated deficiencies and estimated cost for replacement and repairs; culminating in the preparation of an executive report with recommendations for the City to plan for safe and efficient building maintenance city-wide.

The selected firm will provide a thorough assessment of city-owned facilities conditions. This assessment will include a strategic plan for addressing short and long-term planning needs.

A full Scope of Services can be found in Section 5.

1.9 PROJECT SCHEDULE

The City desires a thorough but efficient project timeframe. Reponses to this RFP should include a proposed comprehensive project schedule.

1.10 LETTER OF INTENT TO RESPOND

All interested firms are encouraged to submit a Letter of Intent to Respond. The deadline to submit the letter is September 17, 2025. Submitting a letter does not guarantee or replace the formal proposal process, nor does the failure to submit a letter prevent an interested firm in submitting a proposal.

All written questions received about the RFP will be distributed in writing to all firms that submitted a Letter of Intent to Respond. Letters can be sent via mail or email to: matt.mcclure@rocklin.ca.us.

1.11 QUESTIONS AND INQUIRIES

All questions and inquiries must be submitted via email to Matt McClure at matt.mcclure@rocklin.ca.us. The deadline to submit questions is September 26, 2025. One comprehensive response to all submitted questions will be distributed to all firms that submitted a Letter of Intent to Respond.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

2 SECTION II – SUBMITTAL REQUIREMENTS

2.1 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection.

Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an appendix to the proposal.

Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations, or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

The following items are required in the Proposal:

2.1.1 Cover Letter

The Cover Letter must include the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, and Email Address
- A statement that the submitting Firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

2.1.2 Proposer's Certification

The attached Proposer's Certification (Section 5.5) shall be executed by an official(s) legally authorized to bind the Firm which states that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

Proposals submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

Proposals submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

Proposals submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

2.1.3 Proposal

SECTION A: **Firm's Qualifications** – Describe your experience and provide a statement of your firm's qualifications for performing the requested services. Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to these services,

including length of service with the firm and the qualifications/experience of any sub-contractor staff on your project team.

SECTION B: Experience and References – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last seven (7) years. Include brief descriptions of the projects, dates, client names and contact persons' names, email addresses and telephone numbers. Include the contract amount, final cost, time to completion, and identify if the contract is active. Describe any other facets of the firm's experience that are relevant to this proposal that warrants consideration.

SECTION C: Services Understanding – Based on the available information and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. City staff will assess your understanding of all aspects of the services based on your narrative.

SECTION D: Project Timeline and Work Plan – Provide a timeline of project completion, including meetings, major milestones, and deliverable dates. Describe the firm's process to provide the requested services. Include a description of the firm's ability to meet the services requested in the Scope of Services Section 5. Provide a specific methodology that recommends and justifies the level of detail to be included in the proposal in response to the scope of services.

SECTION E: Required Statements/Documents – Include statements of assurance regarding the following requirements in the proposal:

- The absence of a conflict of interest. Firms submitting a proposal must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the agreement. Firm must disclose any real or apparent conflict of interest associated with this project or with working for the City of Rocklin. <u>If a Firm has no conflicts of interest, a statement to that effect shall be included in the proposal.</u>
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary.

SECTION F: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract, Section 4.1.

SECTION G: Competency of Proposers – The City wants to ensure that the successful firm has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or

resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

2.1.4 Cost Proposal

The cost proposal shall be submitted in a separate sealed envelope identified by the name of the firm and "Cost Proposal".

Provide a comprehensive cost proposal and hourly rate schedule, including any applicable prevailing wage rates, broken down by tasks, for all proposed services to be provided to the City, set forth by the position/title of the person performing the services. Describe costs to provide any optional services, if any, and identify these optional services. Define any reimbursable expenses requested to be paid by the City.

The cost proposal will remain sealed. Only when a firm has been selected will that firm's cost proposal be opened. The cost proposal will be used as a basis of negotiation for a professional services agreement with the highest ranked firm. The cost proposal may be used by the City to adjust its project budget prior to executing a professional services agreement. If an agreement is not completed with a firm, the next highest ranked firm will be given the opportunity to negotiate an agreement.

2.2 SUBMITTAL INSTRUCTIONS

Your submittal package shall include the following:

- One (1) electronic copy of your proposal, not including the cost proposal, in PDF format on flash drive or other electronic media
- One (1) cost proposal that shall be submitted in a separate sealed envelope identified by the name of the firm and "Cost Proposal"

Proposals shall be submitted no later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

Proposals shall be submitted ONLY to:

City of Rocklin—Corp Yard

Attention: Matt McClure, Public Works Manager

4081 Alvis Court, Rocklin, CA 95677

Faxed and/or emailed proposals will not be accepted.

The City shall not be responsible for proposals delivered to a person or location other than that specified herein. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity. All costs associated with proposal preparation shall be borne by the proposer.

3 SECTION III – EVALUATION OF RESPONSES

3.1 SELECTION PROCESS

Award of the RFP shall be made to the responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP Section 3.2 Examination of Proposal Documents. Selection shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Price may be considered after making a determination based upon professional qualifications.

Proposals submitted will be reviewed by a selection committee. Firms that have submitted the best and most complete proposals may be invited to an interview. The number of firms that may be invited to an interview may vary depending upon the number of proposals submitted.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Communication Style, b) Experience/ Quality, and c) Ability to meet the City's required services.

A contract will be negotiated with the firm considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with one of the City's choices, negotiations may be terminated.

The selected firm will be required to execute a City prepared contract as provided in Section 4.1 Sample Contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City approval and the availability of funds. City approval refers to City Council action or approval by the City Manager, if the cost does not exceed the City Manager's authority. City staff may not legally bind the City to a contract.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

A City of Rocklin business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

3.2 EXAMINATION OF PROPOSAL DOCUMENTS

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

Evaluation Criteria	Weight
Experience and qualifications of firm (per Section 2.1.3, A & B)	50%
Understanding of the Services Proposed – Proposed Services Plan (per Section 2.1.3, C & D)	35%
Completeness of proposal and any supporting documents	15%

Each candidate submitting a response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense. In addition, each firm acknowledges and agrees that all documentation and/or materials submitted in response to this request shall remain the property of the City.

The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. The selection committee will make a recommendation to the approving authority.

4 SECTION IV – LIST OF ATTACHMENTS

4.1 SAMPLE CONTRACT

A. AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND _____.

This agreement is entered into between the City of Rocklin, through its Public Works Department ("City") and _____ ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing a facilities condition assessment of City owned buildings and structures.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, Consultant shall_____.

Insert detailed scope of work here.

B. Consultant shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Consultant shall notify City in writing, of any other changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Consultant to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant's profession. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents and warrants that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State. Consultant shall perform

SAMPLE

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section.

Section 5. TERM OF AGREEMENT

A. This agreement shall commence as of the last date it has been signed by both Parties and shall end [_____].

Section 6. TERMINATION OF AGREEMENT

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

SAMPLE

C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's Designee.

E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. <u>ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES</u>

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. Contract Documents. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in

SAMPLE

conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

[If Consultant is an out-of-state independent contractor, add:]

[B.] [City shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in

SAMPLE

California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.]

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection

SAMPLE

with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Consultant has no employees, Consultant must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate and applicable to the Consultant's profession and the services and work being performed, with limits of not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Consultant's services under this Agreement.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant

SAMPLE

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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage**. For any claims related to this Contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. **Umbrella or Excess Policy**. The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

4. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancelation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

5. **Waiver of Subrogation**. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

SAMPLE

7. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. **Verification of Coverage**. Consultant shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

10. **Subcontractors**. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 12. <u>NOTICE OF CLAIM; APPLICABLE LAW; VENUE</u>

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect

SAMPLE

City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after City makes final payment hereunder.

SAMPLE

This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

Section 15. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City: Public Works
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

If to Consultant: [Insert full name of Consultant]
[Consultant's mailing address]
[Telephone and FAX and/or Email]

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

SAMPLE

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

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

CONSULTANT

By: _____
[Name, Title]

Section 23. POWER AND AUTHORITY TO ENTER INTO AGREEMENT

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

Section 24. OWNERSHIP OF WORK

SAMPLE

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile

SAMPLE

signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[If the City has any other agreements currently in place with the Consultant, then add the following section:]

[**Section 27**. **APPLICATION OF OTHER AGREEMENTS**

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of City by the [Insert Name of Agreement] between the City of Rocklin and [Insert Name of contracting party], attached to this agreement as Exhibit ___ and incorporated by this reference.]

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager
City of Rocklin

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber, City Attorney

CONSULTANT

By: _____ Date: _____
[Name, Title]
Tax I.D.#:

SAMPLE

5 SECTION V – SCOPE OF SERVICES

5.1 OBJECTIVE

The purpose of this Facilities Condition Assessment (FCA) is to evaluate the physical condition of 52 municipally-owned buildings and structures across 22 locations (Exhibit A). The FCA will provide a foundation for long-term capital planning, budgeting, and asset management to ensure safe, compliant, and cost-effective operations of government facilities that serve the community and support municipal services. The consultant shall perform a comprehensive visual assessment of each facility, including:

5.1.1 Site and Facility Inspections

1. Conduct on-site inspections at all 22 locations, covering 52 buildings/structures (locations identified in Exhibit A).
2. Evaluate:
    a. Exterior elements: walls, windows, doors, roofs, stairs, ramps, site utilities
    b. Interior elements: finishes, doors, ceilings, flooring, space usage
    c. Major building systems: HVAC, electrical, plumbing, fire/life safety
    d. Site components: parking, drainage, hardscapes, landscaping, signage
    e. Code and accessibility compliance (ADA and applicable local/state codes)

5.1.2 Systems Evaluation and Lifecycle Analysis

1. Assess the physical condition, estimated remaining life, and operational adequacy of:
    a. Structural systems
    b. Roofing systems
    c. HVAC equipment and controls
    d. Electrical and lighting systems
    e. Plumbing and water systems
    f. Fire/life safety and security systems
    g. Building envelope (weatherproofing, insulation)
2. Identify deficiencies and anticipated lifecycle replacements

5.1.3 Documentation Review and Staff Consultation

1. Review any available drawings, maintenance logs, and prior assessments
2. Meet with facility and departmental staff to document known issues, service histories, and operational concerns

5.1.4 Deficiency Identification and Prioritization

1. Document deficiencies by category:
    a. Immediate (Health/Safety or Critical Function)
    b. Short-Term (0–2 years)
    c. Mid-Term (3–5 years)
    d. Long-Term (6–10 years)
2. Prioritize by risk, impact on operations, and potential cost avoidance

5.1.5 Cost Estimation

1. Provide opinion-of-probable-cost estimates for corrective actions, based on industry-standard pricing (e.g., RSMeans) or local cost benchmarks
2. Include assumptions for escalation and contingencies

5.1.6 Facility Condition Index (FCI)

1. Calculate the FCI for each building:
2. FCI = Cost of Deficiencies ÷ Current Replacement Value
3. Classify facility condition using standard benchmarks (e.g., Good: <0.05, Fair: 0.05–0.10, Poor: >0.10)

5.1.7 Reporting and Deliverables

1. Provide the following outputs:
    a. Reports:
        i. Executive Summary: portfolio-wide findings, major themes, and capital planning recommendations
        ii. Individual Building Reports: narrative findings, system summaries, photos, and FCI data
    b. Data Tools:
        i. Summary table of all 52 buildings/structures with FCI, deficiencies, and cost totals
        ii. Deficiency log in Excel or database format, filterable by location, system, priority, and year

5.2 DELIVERABLES

1. Draft FCA Report for internal review
2. Final FCA Report (PDF and editable format)
3. Excel/CSV data export of deficiencies and costs
4. Presentation of findings to City Management Team

5.3 EXCLUSIONS

1. Invasive or destructive testing
2. Design or engineering services
3. Environmental or hazardous materials assessments
4. Energy or seismic analysis (unless separately scoped)

5.4 SCHEDULE

The consultant shall complete the full assessment, including reporting, within seven (7) months of the Notice to Proceed. Interim check-ins will be scheduled to review progress and address emerging questions.

5.5 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals (RFP). I agree that my proposal will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Rocklin (City) adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____

NAME OF BUSINESS

_____

SIGNATURE

_____

NAME & TITLE, TYPED OR PRINTED

_____

MAILING ADDRESS

_____

TELEPHONE NUMBER

_____

EMAIL

Type of Organization:

_____ Sole Proprietorship _____Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company

Exhibit A

Site Locations

City Hall
3970 Rocklin Road
1 Building

Historic City Hall
3980 Rocklin Road
1 Building

Quarry Park Amphitheater
4000 Rocklin Road
3 Buildings/Structures

Memorial Park Restroom
Behind 3980 Rocklin Road
1 Building

Finnish Temperance Hall
4090 Rocklin Road
2 Buildings

Rocklin Police Station
4080 Rocklin Road
6 Buildings/Structures

Quarry Park Adventures
4005 Adventure Way
3 Buildings/Structures

Fire Station 23
4060 Rocklin Road
1 Building

Fire Station 24
3401 Crest Drive
1 Building

Fire Station 25
2001 Wildcat Blvd
1 Building

Corporation Yard
4081 Alvis Court
10 Buildings/Structures

Rocklin Event Center
2650 Sunset Blvd
4 Buildings

Rocklin Multimodal Station
3700 Rocklin Road
1 Building

Peter Hill Heritage Park
5251 Front Street
2 Buildings

Parks and Recreation Office
5460 5th Street
1 Building

Community Center
5480 5th Street
1 Building

Johnson Springview Park
5480 5th Street
5 Buildings

Twin Oaks Park
5500 Park Drive
2 Buildings

Kathy Lund Park
6101 West Oaks Blvd
2 Buildings

Margaret Azevedo Park
1900 Wildcat Blvd
1 Building

Whitney Community Park
1801 Whitney Ranch Pkwy
3 Buildings

Rocklin History Museum
3895 Rocklin Road
1 Building

ADDENDUM NO. 1
TO THE SPECIFICATIONS FOR THE
Facility Condition Assessment

This addendum covers changes to the Specifications and shall become part of the contract documents. It is a mandatory requirement of a bidder to sign and include this addendum as part of your proposal package.

PRE-PROPOSAL QUESTIONS AND CLARIFICATIONS

Item #1 – Questions received:

Building Details:

1. Do you have the square foot sizes of the facilities listed in the RFP?
2. Do you have a list of buildings showing approximate age and GSF of each?
3. Can you provide a list of facilities with square footage information? If readily available also provide year built, year renovated, and number of floors above and below grade.
4. Can the city provide an approximate square footage for each of the buildings listed in Exhibit A?
5. Can the City provide a square footage of each building/structure to be assessed?
6. Question 1: Do you have a building list (Exhibit A) with square footage/age info per building or site?
7. Exhibit A provides the 22 locations but does not provide square footage or a facility list. Can the City provide the listing of square footage by facility/location? If a facility list cannot be provided, please provide the type of structures to be assessed when it is not a building.
8. Can you please provide the following information for **each** of the 52 buildings at the 22 locations that are in-scope:
    a. Date of Construction Information not readily available
    b. Square Footage
    c. Dates of Major Additions to the building
    d. Presence of Pool or Arena (Rec Centres only generally) None
9. For the Park sites, does the scope just entail the buildings/structure and associated site infrastructure, or all infrastructure at the park (trails, play structures, etc.)? If yes, can you please provide some details regarding the expected site infrastructure at each park location to be assessed Only the buildings/structure and associated site infrastructure.
10. Will a laydown yard be provided so material can be ordered and stored onsite for each mobilization? Yes, we will provide an area in the secure parking lot.

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

11. Can the contractor use the existing restrooms onsite? No, contractor will need to provide their own facilities.

Answer to all questions without answer above: Exhibit A has been updated to include approximate square footages for the sites where information is available. This revised Exhibit A shall replace the version provided in the original RFP packet.

Tracking Systems:

1. Do you maintain a CMMS in facilities that you would like the equipment inventory to be uploaded to City staff will update our CMMS inventory
2. Does the City have a current CMMS program in place? Currently use Maintenance Connection
3. 5.1.1 Does the City use a software platform to track asset data or maintenance management? Will the subcontractor be required to enter assessment findings into a software platform? City Staff will update our system.
4. With regards to the data tools, is the City looking for potentially license a Capital Asset Management Software as part of this project? If so, can the cost for the license be included as an optional cost so as not to skew the evaluation compared to bids without a software option? Not part of the scope.

Specific Components: (ADA, etc)

1. Are we to include site components around and adjacent to each building only? Examples would include ADA parking, path of travel to each building, sidewalks, stairs and ramps around the building but no parking lots. Yes, looking at facility, ADA parking and immediate path of travel.
2. What is the level of detail required for ADA assessments? Is the ASTM checklist E2018-15 Uniform Abbreviated Screening Checklist for the 2010 Americans with Disabilities Act sufficient? Do you require measured documentation of each item covered under the ADA code? E2018-24 Baseline Guide for Property Condition Assessment is sufficient
3. Please clarify "Space Usage" scope in 5.1.1, item 2 b. Are you requiring a full space use analysis? Not a full space usage analysis, just looking for areas that are blatantly under utilized (e.g. Storage room full of unorganized items)
4. On the building inventory there are several parks listed. Does the City want just the facilities to be observed, or does the City require the entire park including the amenities to be assessed? Only the buildings/structures
5. What level of detail are you requiring for code compliance for the following codes? Do you require a code reference for each deficiency identified? Looking for visual code compliance issues. Yes, we will want the code referenced in the deficiency.
    - ADA Compliance
    - Local and state codes
    - Parking Compliance

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

6. Please clarify the level of detail that is required to address ADA compliance for the buildings. A Level one is a checklist-based visual review that is acceptable by ASTM E2018-24 Baseline Guide for Property Condition Assessment. A level two assessment typically involves a carefully measured documented review of each ADA compliance issue. What is the performance expectation for Accessibility compliance in your RFP? Level One or Level Two? Level 1
7. Please confirm if a detailed code assessment is required, or if a checklist focused on readily visible issues is sufficient. In the event that you want to have a detailed code assessment completed, given that the work often exceeds the effort required for an FCA, can you please provide a more detailed scope of work for the detailed code assessment, including a list of the applicable codes you wish the assessment to include to allow for all parties to submit a comparable cost. checklist focused on readily visible issues is sufficient, cite code issues on checklist when applicable.
8. The scope included code and ADA compliance. Can you define if: 1) The general code compliance is based on visual observations only or is it to be a detailed code compliance review including plan reviews? 2) ADA compliance as part of an FCA is usually an ASTM-checklist based on visual observation. However, there is an option for a more thorough measured Title II study. What preference does the City have?
9. Do you require a Certified Access Specialist (CASp) certified by the California Division of the State Architect (DSA) to conduct the ADA compliance assessment? No CASp is required.
10. Does the City of Rocklin require a user license in order to update the database as repairs/replacement of assets/systems are completed or will PDF and Excel formatted files meet the requirements? Excel or PDF is acceptable but Excel is preferred.

Scope of Work:

1. Regarding Section V – Scope of Services Section 5.1.2, can the City clarify the type of assessment desired for both the structural systems and building envelope (weatherproofing, insultation)? For the structural system does the City desire a detailed investigation by a qualified structural engineer to determine the building's safety, stability, and condition? Similar question applies for the building envelope. Looking for visual inspection of building envelope and weatherproofing. Not expecting firm to open walls to assess the overall condition of the structure or insulation. No structural engineer is needed.
2. 1.8 scope of services: Will life cycle costs require review and recommendations for preventive and routine maintenance, or lifecycle repair and replacement costs only? Lifecycle repair and replacement costs only.
3. Question 3: Is the city seeking a 5 and 10-year or 5, 10 and 15-year capital plan? 5, 10, and 15 year

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

Utility Questions:

1. Because we can't visually access components underground are subsurface site utility systems excluded from the scope? All subsurface utilities are excluded with the exception of the sanitary sewer. Need a good idea of the condition of these systems.
2. Are above-ground site utilities included? Yes

Budget & History:

1. What is the City's budget for this project? $300,000
2. Does the city have a current budget allocation for this effort? Yes there is the $300,000 in this current fiscal year budget.
3. Has an FCA been performed historically for these buildings? Can you share the firm that performed that and previous reports? No
4. Has the City previously performed FCAs for these facilities? If so, what firm performed them and what year? No

Contract Language:

1. It appears that Sections 2 – 4 of the sample contract provided on pages 9-23 of the RFP document are missing. Could you please provide the missing sections. New sample contract included in Exhibit B to this addendum and replaces the sample contract provided in the original RFP.

Presentations (virtual/in-person):

1. Is an in-person meeting required for deliverable #4, Presentation of Findings to City Management Team, or can this be a virtual meeting? Virtual is acceptable.
2. To support sustainability initiatives, will the City accept digital responses to reduce the impact of printing and shipping proposal documents? We do not require printing of copies; the RFP requests a digital copy mailed to the address. Electronic submissions will not be accepted.
3. Is the final presentation to the City expected to be in-person or virtual? Virtual is acceptable.

Access/Escorts:

1. Will the subcontractor be required to complete any special access requirements or badging requirements (police station/fire station)? No special access requirements. Escorts will be required and provided at all times.
2. Will the city provide escorts for the assessment? Escorts will be required and provided at all times.

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

Current Replacement Values:

1. Does the city have current replacement values for all facilities or is the contractor required to determine them as part of the assessment? Looking for the contractor to determine them.
2. Does the City have Current Replacement Values for its buildings or is the calculation of the CRV part of the scope of work for the project? CRV is part of the scope.

Electronic Drawings:

1. Will electronic drawings be made available to the awarded consultant? It is preferable but not mandatory that the buildings have electronic/printed drawings available. We can use emergency escape route plans, if available. We can provide what we have. There might be some that we do not have plans for.

End of Addendum No. 1

Signature of Bidder: _____

_____ _____

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

Exhibit A

Site Locations

City Hall
3970 Rocklin Road
1 Building
~17,000 sq. ft.

Historic City Hall
3980 Rocklin Road
1 Building
~2,025 sq. ft

Quarry Park Amphitheater
4000 Rocklin Road
3 Buildings/Structures
~ 1,100 sq. ft.
~ 3,000 sq. ft.
~ 1,200 sq. ft.

Memorial Park Restroom
Behind 3980 Rocklin Road
1 Building
~200 sq. ft.

Finnish Temperance Hall
4090 Rocklin Road
2 Buildings
~ 5,600 sq ft.
~ 960 sq. ft.

Rocklin Police Station
4080 Rocklin Road
6 Buildings/Structures
~ 40,000 sq. ft.
~ 3,500 sq. ft.

Quarry Park Adventures
4005 Adventure Way
3 Buildings/Structures
Sq. Ft. not readily available

Fire Station 23
4060 Rocklin Road
1 Building
~15,000 sq. ft.

Fire Station 24
3401 Crest Drive
1 Building
~10,400 sq. ft.

Fire Station 25
2001 Wildcat Blvd
1 Building
~ 5,300 sq ft.

Corporation Yard
4081 Alvis Court
10 Buildings/Structures
~ 19,000 sq. ft.

Rocklin Event Center
2650 Sunset Blvd
4 Buildings
~ 28,000 sq. ft.
~ 1,700 sq. ft.
~ 700 sq. ft.

Rocklin Multimodal Station
3700 Rocklin Road
1 Building
~ 3,700 sq. ft.

Peter Hill Heritage Park
5251 Front Street
2 Buildings
~ 1,600 sq. ft.
~ 240 sq. ft.

Parks and Recreation Office
5460 5th Street
1 Building
~ 5,500 sq. ft.

Community Center
5480 5th Street
1 Building
~ 3,500 sq. ft.

Johnson Springview Park
5480 5th Street
5 Buildings

Twin Oaks Park
5500 Park Drive
2 Buildings
~ 1,300 sq. ft.
2nd building unknown

Kathy Lund Park
6101 West Oaks Blvd
2 Buildings
~ 1,200 sq. ft.
~ 850 sq. ft.

Margaret Azevedo Park
1900 Wildcat Blvd
1 Building
~ 500 sq. ft.

Whitney Community Park
1801 Whitney Ranch Pkwy
3 Buildings
~ 1,000 sq ft.
2 @ ~ 400 sq. ft.

Rocklin History Museum
3895 Rocklin Road
1 Building
~ 1,300 sq. ft.

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.

Exhibit B

4.1 SAMPLE CONTRACT

AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND _____.

This agreement is entered into between the City of Rocklin, through its Public Works Department ("City") and _____ ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing a facilities condition assessment of City owned buildings and structures.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, Consultant shall_____.

Insert detailed scope of work here.

B. Consultant shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Consultant shall notify City in writing, of any other changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Consultant to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant's profession. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents and warrants that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. Consultant shall devote such time and effort to the performance of

SAMPLE

services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Consultant's obligations under this Agreement.

Section 2. RESPONSIBILITIES OF CITY

Pursuant to the terms and conditions of this agreement, City shall:

A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION

A. Consultant shall be paid [$] for the services described in this agreement.

B. In no event shall the maximum amount payable under this agreement exceed $(DOLLAR AMOUNT).

C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

A. Consultant shall submit to Public Works within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

At minimum, all invoices submitted by Consultant shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to

SAMPLE

allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section.

Section 5. TERM OF AGREEMENT

A. This agreement shall commence as of the last date it has been signed by both Parties and shall end [_____].

Section 6. TERMINATION OF AGREEMENT

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's Designee.

E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

SAMPLE

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. Contract Documents. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

SAMPLE

Section 9. EMPLOYMENT STATUS OF CONSULTANT

A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

[If Consultant is an out-of-state independent contractor, add:]

[B.] [City shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.]

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any

SAMPLE

Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor agrees to have and maintain the policies set forth below, 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 Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Consultant has no employees, Consultant must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide

SAMPLE

workers' compensation benefits. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate and applicable to the Consultant's profession and the services and work being performed, with limits of not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Consultant's services under this Agreement.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage**. For any claims related to this Contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. **Umbrella or Excess Policy**. The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

4. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancelation due to non-payment. Further, in the event coverage is reduced or

SAMPLE

canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

5. **Waiver of Subrogation**. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

   a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. **Verification of Coverage**. Consultant shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAMPLE

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

10. **Subcontractors**. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines

SAMPLE

found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

Section 15. LICENSES AND PERMITS

SAMPLE

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City: Public Works
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

If to Consultant: [Insert full name of Consultant]
[Consultant's mailing address]
[Telephone and FAX and/or Email]

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

SAMPLE

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

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

CONSULTANT

By: _____
[Name, Title]

Section 23. POWER AND AUTHORITY TO ENTER INTO AGREEMENT

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall

SAMPLE

not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

Section 24. OWNERSHIP OF WORK

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic

SAMPLE

signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[If the City has any other agreements currently in place with the Consultant, then add the following section:]

[**Section 27**. **APPLICATION OF OTHER AGREEMENTS**

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of City by the [Insert Name of Agreement] between the City of Rocklin and [Insert Name of contracting party], attached to this agreement as Exhibit ___ and incorporated by this reference.]

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager
City of Rocklin

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber, City Attorney

CONSULTANT

By: _____ Date: _____
[Name, Title]
Tax I.D.#:

SAMPLE

ROCKLIN
CALIFORNIA



REQUEST FOR PROPOSAL (RFP)

FACILITIES CONDITION ASSESSMENT

OF 52 MUNICIPALLY-OWNED BUILDINGS AND STRUCTURES ACROSS 22 LOCATIONS

OCTOBER 10, 2025

KITCHELL

October 10, 2025

City of Rocklin—Corporation Yard
Matt McClure, Public Works Manager
4081 Alvis Court | Rocklin, CA 95677

RE: Request for Proposal (RFP) to Provide Facilities Condition Assessment

Dear Matt and Members of the Selection Committee,

Building thriving communities starts with caring for the places that bring them to life. Kitchell shares the City of Rocklin's commitment to maintaining and enhancing a safe, vibrant community while fostering responsible growth and stewardship of public resources. As the #1 Construction Management firm in the Sacramento region (Sacramento Business Journal), we understand the vital role that well-maintained public facilities play in supporting a city's mission and its people. Through our comprehensive Facility Condition Assessment (FCA) services, we will asssist the City turn data into direction by providing a clear and actionable roadmap to sustain safe, efficient, and future-ready facilities across 52 buildings and 22 locations. Our goal is to empower you with the insights needed to plan strategically, invest wisely, and continue delivering exceptional public spaces that serve the Rocklin community for generations to come.

A Highly Qualified Team

We have assembled a highly qualified and experienced team for your project, with each proposed team member having strong facility condition assessment experience. **Project Manager Andrew Pascual** brings 12 years of project/design management experience, including more than six years of managing/conducting projects comparable to this project. Andrew has led the team in the successful completion of projects similar to yours for the City of Berkeley, City of Rohnert Park, City of Torrance, County of Sacramento, County of Orange, County of San Diego, and County of Stanislaus. Andrew is available and fully committed to this effort for the entire duration of the service delivery.

Principal-in-Charge Heather Brown has spent more than 20 years providing assessment services to our clients. Her career highlights include serving as Principal-in-Charge on assessment projects for the Counties of San Diego, Sacramento, and Monterey, as well as for the Cities of Brisbane, Davis, Rohnert Park, Stockton, and Torrance.

An Extensive Amount of Experience

For 75 years, Kitchell has proudly shaped communities as a trusted leader in the construction industry. Since our founding in 1950, we've built our reputation on innovation, quality, and dependable project delivery. While best known for our expertise in construction management, Kitchell offers a comprehensive suite of services that extend far beyond—encompassing program and project management, engineering, architectural design, and facility management. Suggested rewrite: What further distinguishes Kitchell is our in-house Engineering and Architectural Services (EAS) Department, a multidisciplinary team that has been shaping the built environment for nearly four decades. This team includes licensed architects and engineers, supported by specialists in quality control, estimating, scheduling, commissioning, BIM, and facilities maintenance, allowing us to bring fully integrated solutions to every project we undertake. Together, this depth of in-house expertise enables us to approach each assessment with technical precision and a clear understanding of how facilities serve their communities, ensuring our recommendations align with the City's long-term vision for safe, efficient, and sustainable operations.

Kitchell's EAS Department has been delivering facility assessments and master planning services to public agencies for 38 years, completing similar work on more than 260 million square feet of public facilities. Through this extensive experience, we have developed a proven methodology that can be tailored to meet your specific needs.

A Systematic Approach

Kitchell brings extensive experience with public agencies and understands the need to provide consistent and transparent services. We have established internal processes and procedures that are tailored toward public works projects enabling us to provide consistent, high-quality services that meet the needs of each project while providing open communication and reporting.

Our assessment approach is **designed to foster a collaborative team environment** with clear accountability established. It will be flexible in its application to meet the City's specific needs and expectations. For instance, performing comprehensive building evaluations and providing corrective recommendations, budget estimates, and schedules for completion of all recommended work.

In the following pages, you will find more information about our firm, our key personnel and team, and our project experience. We begin every project with results in mind. Results that will incorporate our knowledge and understanding of your facilities, your maintenance and operations team, and the challenges and opportunities discovered together. This approach is backed by consistent successful project delivery for numerous local agencies throughout the western United States. Our goal is to provide a quality project that will meet or exceed the City's expectations.

We thank you for your consideration and look forward to presenting our qualifications and approach in person.

Sincerely,



Geoff Bachanas, CCM
President
(Officer authorized to bind the firm)

Heather Brown, PE, LEED AP
Principal-in-Charge

RFP Requirements

Title of RFP:	Request for Proposal (RFP) Facilities Condition Assessment of 52 Municipally-Owned Buildings and Structures Across 22 Locations
Firm Name & Mailing/ Physical Address:	Kitchell/CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833
Contact Person:	Heather Brown, Principal-in-Charge tel. 916.832.3003 | hbrown@kitchell.com
Statement:	Kitchell confirms we will perform the services and adhere to the requirements described in this RFP including Addendum 01 dated October 3, 2025.

Current Replacement Values:

1. Does the city have current replacement values for all facilities or is the contractor required to determine them as part of the assessment? Looking for the contractor to determine them.
2. Does the City have Current Replacement Values for its buildings or is the calculation of the CRV part of the scope of work for the project? CRV is part of the scope.

Electronic Drawings:

1. Will electronic drawings be made available to the awarded consultant? It is preferable but not mandatory that the buildings have electronic/printed drawings available. We can use emergency escape route plans, if available. We can provide what we have. There might be some that we do not have plans for.

End of Addendum No. 1

Signature of Bidder: 

Geoff Bachanas, President

Kitchell/CEM, Inc. — October 10, 2025

Contractor — Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

Warning: If an addendum or addenda have been issued by the City and not noted as being received by the bidder, this proposal may be rejected.



Table of Content

2.1.1 Cover Letter	1
» Signed Addendum	3
2.1.2 Proposer's Certification	5
2.1.3 Proposal	6
» SECTION A: Firm's Qualifications	6
» SECTION B: Experience and References	16
» SECTION C: Services Understanding	22
» SECTION D: Project Timeline and Work Plan	24
» SECTION E: Required Statements/Documents	31
» SECTION F: Exceptions	31
» SECTION G: Competency of Proposers	32
2.1.4 Cost Proposal *(Separate)*	

5.5 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals (RFP). I agree that my proposal will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Rocklin (City) adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Kitchell/CEM, Inc.

NAME OF BUSINESS



SIGNATURE

Geoff Bachanas, President

NAME & TITLE, TYPED OR PRINTED

2450 Venture Oaks, Suite 500 | Sacramento, CA 95833

MAILING ADDRESS

916.648.9700

TELEPHONE NUMBER

Gbachanas@kitchell.com

EMAIL

Type of Organization:

_____ Sole Proprietorship _X_ Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company

2.1.3 Proposal

SECTION A: Firm's Qualifications: Describe your experience and provide a statement of your firm's qualifications for performing the requested services.

Industry Leading Expertise



Founded in 1950, Kitchell has been a leader in the construction industry, committed to bringing innovation, quality, and timely delivery to every project. For 75 years, we have built a legacy on delivering high-quality projects through our wide range of professional services, including program and project/construction management services, engineering and architectural services, and facility management. Our project portfolio includes over **$59 billion in construction, spanning more than 5,000 projects** such as civic/municipal buildings, parking structures, courthouses, hospitals and behavioral health centers, educational facilities, criminal justice and detention centers, parks/recreation complexes, and public safety facilities.

With our Sacramento Headquarters **less than 25 miles** from Rocklin, our team can provide rapid response and on-site coordination throughout the project.

Ranked #1 Construction Manager by the Sacramento Business Journal and among the top construction management firms by Engineering News Record (ENR), Kitchell's success is rooted in our tailored approach to address the specific needs of our public sector clients. We are experts in managing various alternative delivery methods (including CM at Risk, design-build, and progressive design-build), ensuring risks are mitigated and the unique demands of each project are met. At Kitchell, our dedication to excellence and client satisfaction drives us to continually exceed expectations to deliver lasting value to the communities we serve.

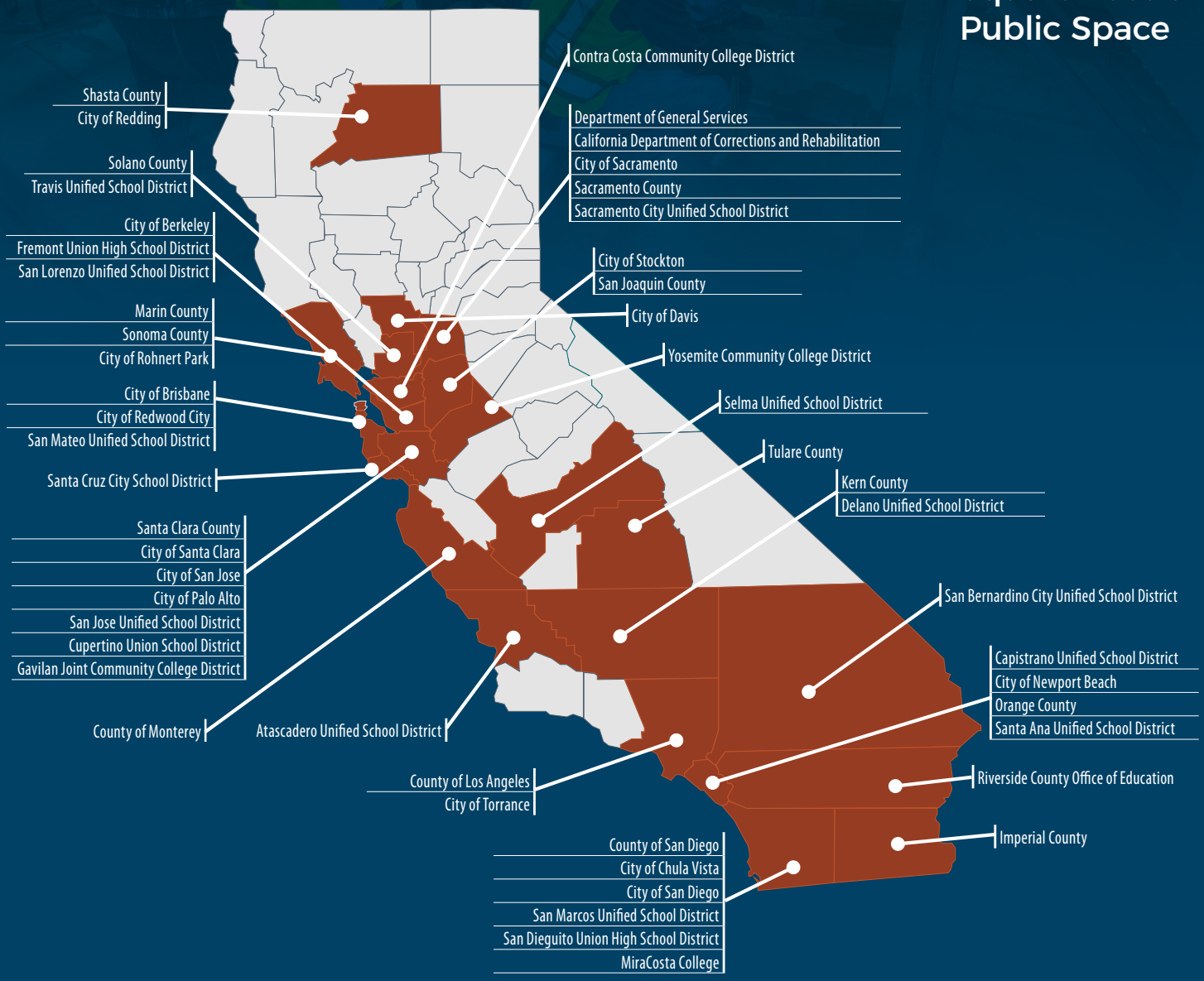
While Kitchell is widely recognized in the A/E/C industry for our leadership in construction management, **what sets us apart is the robust in-house expertise we bring through our Engineering and Architectural Services (EAS) Department.** For nearly four decades, this department has supported our projects with a multidisciplinary team that includes licensed architects and engineers, quality control experts, estimators, schedulers, commissioning specialists, BIM technicians, facility maintenance staff, and consultants experienced in mission-critical environments. This broad range of capabilities allows us to fully support the complex and evolving needs of public sector facility owners and operators.

Since its formation 38 years ago, our **EAS team has completed facility assessments and master planning efforts across more than 260 million square feet of public facilities.** Our deep portfolio of similar work has enabled us to refine an approach that is both scalable and adaptable to client specific requirements. We have delivered these services to a wide array of public entities, including recent work with cities such as Stockton, Berkeley, Chula Vista, Davis, Newport Beach, and San Diego; counties such as Sacramento, San Diego, Orange, and Stanislaus; as well as several state-level agencies.

Kitchell has provided facility condition assessment services on over

260 MILLION

Square Feet of Public Space



Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to these services, including length of service with the firm and the qualifications/experience of any sub-contractor staff on your project team.

ROCKLIN
CALIFORNIA



HEATHER BROWN, PE, LEED AP
Principal-in-Charge



ANDREW PASCUAL, PE, ASSOC. DBIA
Project Manager/Lead

CORE TEAM



YI ZENG, AIA, LEED AP BD+C, CDT
Architectural Assessor



ANTHONY KWONG, PE
Mechanical Assessor



GERALD NEUFFER, PE, LEED AP O+M, CRM
Electrical Assessor

IN-HOUSE SUPPORT SERVICES TEAM

Jennifer Frahm, MBA, LEED AP
Regional Executive

Sergio Rodriguez, PE, ASSOC. DBIA, LEED AP DB+C
Quality Assurance Manager

Matt Chappell, CEP, EIT
Estimating Director

Sean Greenwald, CFM
Facilities Management Director

Roles & Responsibilities

Core Project Team



Principal-in-Charge Heather Brown will oversee all contractual aspects of the project and will be available to meet with the City for the duration of the project on an as-needed basis. She will be responsible for defining the scope of engagement and will meet regularly with Kitchell's Project Manager and Assessment Team to ensure the City's needs are met and the project is adequately staffed, running smoothly, and on schedule.



Project Manager/Lead Andrew Pascual will manage the Assessment Team and meet with the City on an agreed-upon basis to ensure project success. Andrew will be accountable for Kitchell overall team performance and will be responsible for delivering the assessment results, and for working with the City to develop the implementation plan based on the results. He will have full responsibility for the delivery of the overall project.



Assessment Team: Yi Zeng, Anthony Kwong, and Gerald Neuffer will observe, measure, record, and describe the deficiencies observed through the process, interview staff, and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment report.

In-House Support Team



Regional Executive Jennifer Frahm will provide support and guidance to the project team, ensuring consistent communication, collaboration, and adherence to Kitchell's standards of excellence. Jennifer will also serve as a resource to the team, fostering alignment with the City's goals and ensuring the project remains on track and well supported throughout its duration.



Quality Assurance Manager Sergio Rodriguez will provide general oversight of this project, assuring technical, process, and content quality, and provide quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project. As Quality Control Manager, Sergio conducts spot checks and random report reviews by selecting a sample of assets in each phase of the process, including the assessment/fieldwork stages, report preparation stages, review stages, and data validation stages. Sergio is responsible for the technical review of deliverables.



Estimating Director Matt Chappell and his team will apply real life costs to the facility condition assessments and future construction plans, utilizing their vast database of current bid data.



Facilities Management Director Sean Greenwald brings over 30 years of experience and is skilled at building maintenance and repair, deferred maintenance, scheduled maintenance, facility inspection and managing staff providing these services. Sean has a natural ability to communicate and relate with people, while providing valuable technical knowledge to clients.

Please see the following pages for our team's resumes detailing their qualifications/ experience and length of service with Kitchell.



Heather Brown, PE, LEED AP

PRINCIPAL-IN-CHARGE

With more than 30 years of industry experience, Heather leads Kitchell's Engineering and Architectural Services Department, responsible for the management of engineers and architects as well as the implementation of effective processes and procedures, including constructability reviews on all design documents prior to bid. She is a conceptual thinker, striving to put all the pieces of a task or project together to foresee how they will complement each other down the road. Her thorough nature allows her to be fearless in her approach to leadership and project execution.

EDUCATION

MBA, Finance, California State University Sacramento

BS, Mechanical Engineering, University of Portland, Oregon

LICENSES & CERTIFICATIONS

Mechanical Engineer #M31667, CA

LEED Accredited Professional

YEARS WITH THE FIRM

21 years

RELEVANT EXPERIENCE

County of Sacramento, Facility and Parks Facility Condition Assessment and the Facility Effectiveness Assessment Tool Update, Sacramento, CA: A facility condition assessment for 140 County buildings totaling 3,345,400 GSF, including low income housing, libraries, parks, correctional facilities and various civic/municipal facilities including government buildings. Work consisted of conducting a visual walk-through survey of the building envelope including roofs, windows and doors, interior finishes, mechanical, electrical, plumbing, fire sprinkler systems and life safety systems. Upon completion of the survey, Kitchell provided suggested repairs/replacements of the identified deficiencies along with a budget level conceptual cost estimate and a prioritized schedule over a five-year period. Upon completion of the facility condition assessment, Kitchell was asked to update the Facility Effectiveness Assessment Tool (FEAT) for each assessed building within the County's Master Plan. Kitchell also provided facility condition assessment and ADA assessment/transition plan services for the County's Mather Community Campus.

County of Sacramento, Mather Community Campus ADA Audit/Transition Plan, Sacramento, CA: Performed an ADA self evaluation of 15 buildings to identify items that did not meet accessibility compliance. These findings were the basis for developing a strategy to implement the necessary repairs, alterations, and improvements.

City of Rohnert Park, Building Condition Assessment Services, Rohnert Park, CA: Kitchell provided condition assessment services for 40 city-owned facilities, 12 wells and 10 foot bridges. The purpose of the assessments was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations and prepare budget estimates for the corrective work for each facility. The findings are being used as a basis for developing a strategy to implement short term and long-term necessary repairs, retrofits and/or replacements over the next ten years.

City of Stockton, Facilities Condition Assessments, Stockton, CA: Conditions assessments of 121 City buildings/structures totaling 837,000 SF. Assessments included roofing, exteriors including fenestration, interior areas such as walls, doors, flooring, finishes and painting, mechanical, electrical, plumbing and fire sprinkler systems, readily observable ADA deficiencies, life safety protection, visual observation and notation of apparent structural deficiencies, general hazardous materials based on known/assumed age and type of facility construction and site.

Stanislaus County, County Center III Facility Condition Assessment, Modesto, CA: Kitchell provided a Facility Condition Assessment (FCA) of the 27,000 SF County Center III facility. The intent of the assessment was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations, and prepare budget estimates for the corrective work for each facility. The findings will serve as the basis for developing a strategy to implement necessary short-term and long-term repairs, replacements, and/or retrofits over the next five years.



Andrew Pascual, PE, ASSOC. DBIA

PROJECT MANAGER/LEAD

Andrew brings 12 years of experience in the construction industry, with a strong focus on facility conditions assessments for public sector clients. He has led coordination efforts across numerous investigations, including total cost of ownership analysis, energy analysis, code cycle changes, construction phasing coordination, and project estimation. Since joining Kitchell, Andrew has delivered design and assessment services, including extensive FCA work and database administration for dozens of clients. He is also passionate about mentoring junior engineers and designers and integrating new technologies into company processes.

EDUCATION

BS, Mechanical Engineering, University of California, Davis

LICENSES & CERTIFICATIONS

Mechanical Engineer #M39477, CA

Associate Design-Build Professional

YEARS WITH THE FIRM

10 years

RELEVANT EXPERIENCE

County of Sacramento, Facility and Parks Facility Condition Assessment and the Facility Effectiveness Assessment Tool Update, Sacramento, CA: A facility condition assessment for 140 County buildings totaling 3,345,400 GSF, including low income housing, libraries, parks, correctional facilities and various civic/municipal facilities including government buildings. Work consisted of conducting a visual walk-through survey of the building envelope including roofs, windows and doors, interior finishes, mechanical, electrical, plumbing, fire sprinkler systems and life safety systems. Upon completion of the survey, Kitchell provided suggested repairs/replacements of the identified deficiencies along with a budget level conceptual cost estimate and a prioritized schedule over a five-year period. Upon completion of the facility condition assessment, Kitchell was asked to update the Facility Effectiveness Assessment Tool (FEAT) for each assessed building within the County's Master Plan. Kitchell also provided facility condition assessment and ADA assessment/transition plan services for the County's Mather Community Campus.

County of Sacramento, Mather Community Campus ADA Audit/Transition Plan, Sacramento, CA: Performed an ADA self evaluation of 15 buildings to identify items that did not meet accessibility compliance. These findings were the basis for developing a strategy to implement the necessary repairs, alterations, and improvements.

City of Stockton, Facilities Condition Assessments, Stockton, CA: Conditions assessments of 121 City buildings/structures totaling 837,000 SF. Assessments included roofing, exteriors including fenestration, interior areas such as walls, doors, flooring, finishes and painting, mechanical, electrical, plumbing and fire sprinkler systems, readily observable ADA deficiencies, life safety protection, visual observation and notation of apparent structural deficiencies, general hazardous materials based on known/assumed age and type of facility construction and site.

City of Rohnert Park, Building Condition Assessment Services, Rohnert Park, CA: Kitchell provided condition assessment services for 40 city-owned facilities, 12 wells and 10 foot bridges. The purpose of the assessments was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations and prepare budget estimates for the corrective work for each facility. The findings are being used as a basis for developing a strategy to implement short term and long-term necessary repairs, retrofits and/or replacements over the next ten years.

Stanislaus County, County Center III Facility Condition Assessment, Modesto, CA: Kitchell provided a Facility Condition Assessment (FCA) of the 27,000 SF County Center III facility. The intent of the assessment was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations, and prepare budget estimates for the corrective work for each facility. The findings will serve as the basis for developing a strategy to implement necessary short-term and long-term repairs, replacements, and/or retrofits over the next five years.



Yi Zeng, AIA, LEED AP BD+C, CDT

ARCHITECTURAL ASSESSOR

With more than 11 years of experience in public sector construction, Yi brings a wide range of expertise to the team, including extensive experience conducting facility condition assessments. His background spans mega-project design as well as leading small- to medium-sized projects from schematic design through closeout, with delivery method experience in design-build, design-bid-build, and public-private-partnership. Yi is passionate about transforming exceptional designs into tangible realities and takes pride in providing clients with clear, actionable insights through detailed facility assessments. His design expertise, attention to detail, diligence, and high standards of care—combined with his diplomatic and kind nature—make him a valued addition to any project team. Yi is an excellent communicator, fluent in Mandarin and English, and is proficient in industry-standard software, with additional expertise in Revit, BIM 360, Bluebeam, Navisworks, Enscape, AutoCAD, Rhino, SketchUp, Adobe Creative Suite, and Microsoft Office.

EDUCATION

MS, Architecture, University of Southern California

BS, Architecture, University of Illinois Urbana-Champaign

LICENSES & CERTIFICATIONS

Architect #C36964, CA

American Institute of Architects #38092111

LEED AP Building Design + Construction

OSHA 10-Hour Certification

YEARS WITH THE FIRM

1 year

RELEVANT EXPERIENCE

Golden 1 Credit Union, Facility Condition Assessment, Sacramento, CA: Kitchell performed a facility condition assessments for Golden 1 Credit Union branches, providing FCI scoring, deficiency analysis, and prioritized capital renewal recommendations. These evaluations were multi-disciplinary, encompassing architectural, mechanical, electrical, and site systems, and included cost estimates along with maintenance planning support. Additionally, Kitchell developed FCA reports in alignment with ASTM E2018-24 standards to support Golden 1's long-term capital planning and budget forecasting.

California Department of General Services, California Highway Patrol Academy Deferred Maintenance Projects, West Sacramento, CA: Kitchell provided a facility assessment, architectural, mechanical and electrical design, cost estimating, scheduling and phasing services.

City of Peoria, Facility Assessment Evaluation, Peoria, AZ: Kitchell provided facilities assessment evaluations, on an on-call basis, over a three-year period. This multi-year project with the City has Kitchell contracted to complete assessments of 30 buildings (approximately 360,000 SF) over a three-year period. The scope of work included an examination of the roofing, exteriors, interiors, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, specialty equipment, site utilities and site improvements. The assessments observe 100% of the facility and systems that are readily observable and are conducted to meet the requirements set forth in ASTM Designation: E2018-15, standard guide for property condition assessments: baseline property condition assessment process, the current ADA standards, the Peoria building construction codes and the international building code.

Sonoma County Fire District, Capital Improvement Program, Various Locations, CA: Program and project management consulting services to help establish a Program Implementation Plan for the District's capital program. This included defining the approach, workflow, responsibilities, and tools necessary for key program and project management activities. Additionally, our support services encompassed facility condition assessments and master planning for nine of the District's existing fire stations. The goal was to assess the physical and operational conditions of the stations, identify capital improvement needs, and plan for future upgrades to ensure continued operations. The master plan incorporated industry best practices to promote efficient, effective, and safe working environments for fire crews. Kitchell also provided cost estimates and developed a comprehensive schedule, prioritizing both replacement and modernization of the nine stations.



Anthony Kwong, PE

MECHANICAL ASSESSOR

Anthony brings 21 years of experience in the construction industry, with extensive expertise in facility condition assessments as a mechanical assessor. He specializes in evaluating HVAC systems, plumbing layouts, and overall mechanical performance to provide clients with accurate, actionable recommendations for repair, replacement, and long-term capital planning. In addition to FCA work, Anthony has supported professional engineers with HVAC design and plumbing layouts for residential and nonresidential buildings, and has assisted clients in meeting California energy standards through the development of Title 24 energy reports. He is proficient in Microsoft Word, Microsoft Excel, EnergyPro, Micropas, AutoCAD, and Autodesk Revit.

EDUCATION

BS, Mechanical Engineering, California State University, Sacramento

AS, Network Administration, Sacramento City College

LICENSES & CERTIFICATIONS

Mechanical Engineer #M40155, CA

YEARS WITH THE FIRM

18 years

RELEVANT EXPERIENCE

City of Stockton, Facilities Condition Assessments, Stockton, CA: Conditions assessments of 121 City buildings/structures totaling 837,000 SF. Assessments included roofing, exteriors including fenestration, interior areas such as walls, doors, flooring, finishes and painting, mechanical, electrical, plumbing and fire sprinkler systems, readily observable ADA deficiencies, life safety protection, visual observation and notation of apparent structural deficiencies, general hazardous materials based on known/assumed age and type of facility construction and site.

City of Berkeley, Facilities Condition Assessment, Berkeley, CA: Kitchell provided facilities condition assessment services for 10 City buildings, totaling 217,293 SF. Scope of work included complete building and property architectural, mechanical, electrical, plumbing, fire sprinkler, water intrusion, life safety and structural deficiency evaluations, corrective and maintenance recommendations and budget estimates for the corrective work for each facility. The findings will be used as a basis for developing a strategy to implement short term and long-term necessary repairs, alterations and improvements over the next 15 years.

City of Davis, Building and Park Facilities Assessment, Davis, CA: Conditions assessment of 111 City facilities including 221 acres of park spaces and 331,739 SF of building spaces. Work included assessment of roofing, exteriors, including fenestration, interior areas including walls, doors, flooring, finishes and painting, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, site utilities and site improvements including grounds, paving systems, drainage and landscape irrigation.

City of Santa Clara, Facilities Condition Assessments, Santa Clara, CA: A facility condition assessment for all developed parks and buildings within parks for the City of Santa Clara Park and Recreation Department. The assessment encompassed all park assets, as well as park buildings. Work included inventory of all park assets, GIS location of each asset, current condition and a 20-year projection of capital costs for every park and building asset.

County of Sacramento, Facility and Parks Facility Condition Assessment and the Facility Effectiveness Assessment Tool Update, Sacramento, CA: A facility condition assessment for 140 County buildings totaling 3,345,400 GSF, including low income housing, libraries, parks, correctional facilities and various civic/municipal facilities including government buildings. Work consisted of conducting a visual walk-through survey of the building envelope including roofs, windows and doors, interior finishes, mechanical, electrical, plumbing, fire sprinkler systems and life safety systems. Upon completion of the survey, Kitchell provided suggested repairs/replacements of the identified deficiencies along with a budget level conceptual cost estimate and a prioritized schedule over a five-year period. Upon completion of the facility condition assessment, Kitchell was asked to update the Facility Effectiveness Assessment Tool (FEAT) for each assessed building.



Gerald Neuffer, PE, LEED AP O+M

ELECTRICAL ASSESSOR

Gerald has dedicated 36 years to electrical consulting, developing a reputation for his keen eye in identifying risks, deficiencies, and opportunities within complex electrical systems. As an electrical assessor, he brings extensive experience conducting facility condition assessments that go beyond checklists—delivering clear, actionable insights that help clients prioritize investments, ensure safety, and extend the life of their facilities. He has assessed electrical infrastructure across municipal, healthcare, retail, residential, military, and educational facilities, applying both technical expertise and practical foresight to guide capital planning. Known for his meticulous approach, strong coordination skills, and ability to communicate technical issues in a way that clients can easily understand, Gerald is a trusted partner in ensuring the safety, reliability, and long-term performance of critical electrical systems.

EDUCATION

BS, Electrical Engineering, University of the Pacific, Stockton

LICENSES & CERTIFICATIONS

Electrical Engineer #E14881, CA

LEED Accredited Professional Operations and Maintenance

YEARS WITH THE FIRM

18 years

RELEVANT EXPERIENCE

City of Davis, Building and Park Facilities Assessment, Davis, CA: Conditions assessment of 111 City facilities including 221 acres of park spaces and 331,739 SF of building spaces. Work included assessment of roofing, exteriors, including fenestration, interior areas including walls, doors, flooring, finishes and painting, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, site utilities and site improvements including grounds, paving systems, drainage and landscape irrigation.

City of Rohnert Park, Building Condition Assessment Services, Rohnert Park, CA: Kitchell provided condition assessment services for 40 city-owned facilities, 12 wells and 10 foot bridges. The purpose of the assessments was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations and prepare budget estimates for the corrective work for each facility.

City of Stockton, Facilities Condition Assessments, Stockton, CA: Conditions assessments of 121 City buildings/structures totaling 837,000 SF. Assessments included roofing, exteriors including fenestration, interior areas such as walls, doors, flooring, finishes and painting, mechanical, electrical, plumbing and fire sprinkler systems, readily observable ADA deficiencies, life safety protection, visual observation and notation of apparent structural deficiencies, general hazardous materials based on known/assumed age and type of facility construction and site.

City of Torrance, Facility Condition Assessment Services, Torrance, CA: Kitchell provided facilities condition assessment services for 58 City buildings totaling 1,220,000 SF. Scope of work included complete building and property architectural, mechanical, electrical, plumbing, fire sprinkler, water intrusion, life safety and structural deficiency evaluations, corrective and maintenance recommendations and budget estimates for the corrective work for each facility. The findings will serve as a basis for developing a strategy to implement necessary repairs, alterations, and improvements over the next 10 years.

County of San Diego, Facility Assessment On-Call, San Diego County, CA: Kitchell has assessed the condition of over 6 million SF, encompassing 304 buildings, 13 public parks totaling 224 acres and 83 elevators in 36 buildings. Scope of work included examination of the roofing, exteriors, interiors, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, specialty equipment, site utilities and site improvements.



Jennifer Frahm, MBA, LEED AP

REGIONAL EXECUTIVE

Jennifer Frahm is the Northern California Regional Executive at Kitchell, bringing more than 25 years of experience in construction and program management across sectors including education, justice, corrections, civic, and commercial. Her journey with Kitchell began in 1999 as an intern, and she joined full-time in 2000. Since then, she has held key roles in project management, scheduling, and business development, giving her a well-rounded perspective that informs her strategic leadership. Known for her clear communication, collaborative approach, and ability to lead multidisciplinary teams, Jennifer provides executive oversight across Northern California. She ensures alignment with client goals while fostering a culture of accountability and teamwork among stakeholders.

EDUCATION

MBA, Leading People and Organizations, Santa Clara University

BS, Construction Management, California Polytechnic State University, San Luis Obispo

LICENSES & CERTIFICATIONS

LEED Accredited Professional

YEARS WITH THE FIRM

25 years

RELEVANT EXPERIENCE

- California Department of General Services, May Lee State Office Complex, Sacramento, CA
- Kaiser Permanente, Kaiser Roseville Medical Center Bed Tower, Roseville, CA
- Yolo County, Yolo Branch Library, Yolo, CA
- Yolo County, Walnut Park Library, Davis, CA
- City of Woodland, Southeast Aquatic Complex, Woodland, CA



Sergio Rodriguez, PE, ASSOC. DBIA, LEED AP BD+C

QUALITY ASSURANCE MANAGER

Sergio has 23 years of experience in MEP project management and consulting services for a variety of clients, including education, retail, industrial, residential, and commercial. He has consulted with project owners to define mechanical system parameters, designed MEP and fire protection systems, provided oversight for engineering staff, performed field investigations, and consulted on LEED requirements. As a quality assurance manager on Facilities Condition Assessment teams, Sergio ensures accuracy and consistency in deficiency identification, cost data, and reporting, providing owners with reliable information for capital planning and prioritization. He oversees the management of engineering and architectural staff working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments, and construction inspections.

EDUCATION

BS, Mechanical Engineering, University of Texas at El Paso

LICENSES & CERT.

Mechanical Eng. #M35271, CA

Associate Design-Build Prof.

LEED AP Bldg. Design + Constr

YEARS WITH THE FIRM

13 years

RELEVANT EXPERIENCE

- City of Berkeley, Facilities Condition Assessment, Berkeley, CA
- City of Davis, Building and Park Facilities Assessment, Davis, CA
- Stanislaus County, County Center III Facility Condition Assessment, Modesto, CA



Matt Chappell, EIT, CEP

ESTIMATING DIRECTOR

Matt has more than 29 years of experience in private and public construction and design. His experience includes project management, agency/contractor coordination, scheduling and project budgets, utility construction and estimating on multiple municipal and education projects. As a Certified Estimating Professional (CEP) by the Association for the Advancement of Cost Engineering (AACE), Matt exemplifies the well-rounded construction estimating professional. He regularly supports facilities condition assessment's by developing accurate cost estimates that inform capital planning and long-term budgeting.

EDUCATION

BS, Civil Engineering, University of Nebraska

LICENSES & CERTIFICATIONS

Engineer In Training #EI-7956

Certified Estimating Professional #130-10

YEARS WITH THE FIRM

24 years

RELEVANT EXPERIENCE

- City of Torrance, Facility Condition Assessment Services, Torrance, CA
- Golden Feather Union Elementary School District, Golden Feather Pool Building Facility Assessment, Oroville, CA
- Marin County Department of Public Works, Behavioral Health Facility Condition Assessment, Greenbrae, CA
- Capistrano Unified School District, Facilities Condition Assessments, San Juan Capistrano, CA
- MLK Junior Youth Services/ Y.A.P. Seismic Retrofit and Renovation Project, Berkeley, CA
- City of Anaheim, Master Consultant Design, Planning & Construction Support Services, Anaheim, CA



Sean Greenwald, CFM

FACILITIES MANAGEMENT DIRECTOR

With over 14 years of experience, Sean has a natural ability to communicate and relate with people, while providing valuable technical knowledge to clients. His industry experience includes a variety of roles within the built environment such as owner's representative, developer, project manager, general contractor and superintendent to his current position as Director of Facilities Management. Sean's broad background gives him a unique perspective, allowing him to relate to the motives and challenges of stakeholders on a project. This skill helps him build trust-based relationships with clients and staff, leading to extremely positive results for all parties involved.

LICENSES & CERT.

Certified Facility Manager

OSHA 30-Hour Certification

YEARS WITH THE FIRM

14 years

RELEVANT EXPERIENCE

- Golden 1 Credit Union Headquarter Building & 69 Branches/ATMs, Sacramento, CA
- Solano Community College District, Measure Q Bond Program, Various Locations, CA
- Vision Service Plan, Parent, Nationwide, CA
- Peralta Community College District, Barbara Lee Center for Science and Allied Health - Facilities Management, Oakland, CA
- NexCore Group, Medical Office Building, Tempe, AZ

SECTION B: Experience and References: Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last seven (7) years.

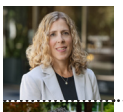


City of Rohnert Park, Building Condition Assessment Services, ROHNERT PARK, CA

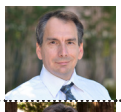
Kitchell provided condition assessment services for 40 city-owned facilities, 12 wells and 10 foot bridges. The purpose of the assessments was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations and prepare budget estimates for the corrective work for each facility. The findings are being used as a basis for developing a strategy to implement short term and long-term necessary repairs, retrofits and/or replacements over the next ten years. The team conducted an onsite investigation of the buildings (and bridges), systems and major components and provided a report that summarizes and evaluates the condition of the buildings, systems and major components. The submitted report identified all the current deficiencies within the building, prioritized repair/replacement schedules, a facility condition index for each building, a budget level cost estimate for asset repair or replacement for major maintenance, capital renewal and capital replacement and provide a listing of the anticipated remaining life of major systems.

PROJECT INFORMATION

Dates:	February 2022 - October 2022
Client Contact:	City of Rohnert Park Terry Zwillinger, CIP Program Manager, Department of Public Works tel. 707.588.2226 | tzwillinger@rpcity.org
Contract Amount:	$146,500
Final Cost:	$146,500
Time to Completion:	8 months
Contract Status:	Complete



Heather Brown,
Principal-in-Charge



Gerald Neuffer,
Electrical Assessor



Andrew Pascual,
Project Manager/Lead



Sergio Rodriguez,
Quality Assurance Manager



Stanislaus County, County Center III Facility Condition Assessment, MODESTO, CA

Kitchell provided a Facility Condition Assessment (FCA) of the 27,000 SF County Center III facility. The intent of the assessment was to obtain complete building and property deficiency evaluations, propose corrective and maintenance recommendations, and prepare budget estimates for the corrective work for each facility. The findings will serve as the basis for developing a strategy to implement necessary short-term and long-term repairs, replacements, and/or retrofits over the next five years.

PROJECT INFORMATION

Dates:	May 2022 - August 2022
Client Contact:	County of Stanislaus Al Valencia, Construction Manager tel. 209.525.6319 | valenciaa@stancounty.com
Contract Amount:	$24,838
Final Cost:	$24,838
Time to Completion:	3 months
Contract Status:	Complete



Heather Brown,
Principal-in-Charge



Andrew Pascual,
Project Manager/Lead



Gerald Neuffer,
Electrical Assessor



Sergio Rodriguez,
Quality Assurance Manager



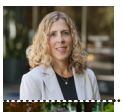
County of Sacramento, Facility & Parks Facility Condition Assessment & the Facility Effectiveness Assessment Tool Update,

SACRAMENTO, CA

A facility condition assessment for 140 County buildings, including low income housing, libraries, parks, correctional facilities and various civic/municipal facilities including government buildings. Work consisted of conducting a visual walk-through survey of the building envelope including roofs, windows and doors, interior finishes, mechanical, electrical, plumbing, fire sprinkler systems and life safety systems. Upon completion of the survey, Kitchell provided suggested repairs/ replacements of the identified deficiencies along with a budget level conceptual cost estimate and a prioritized schedule over a five-year period. Upon completion of the facility condition assessment, Kitchell was asked to update the Facility Effectiveness Assessment Tool (FEAT) for each assessed building within the County's Master Plan. Kitchell also provided facility condition assessment and ADA assessment/transition plan services for the County's Mather Community Campus.

PROJECT INFORMATION

Dates:	April 2019 - December 2020
Client Contact:	County of Sacramento Brian McKenzie, County Owned Facilities Planning Manager tel. 916.876.6358 | mckenziebr@saccounty.net
Contract Amount:	$512,615
Final Cost:	$512,615
Time to Completion:	20 months
Contract Status:	Complete



Heather Brown,
Principal-in-Charge



Andrew Pascual,
Project Manager/Lead



Anthony Kwong,
Mechanical Assessor



Sergio Rodriguez,
Quality Assurance Manager



Sonoma County, Aviation Boulevard Facility Condition Assessment, SANTA ROSA, CA

Kitchell provided the County of Sonoma with a comprehensive Facility Condition Assessment (FCA) of a 121,775 SF, three-story building located on a 7.65-acre site in Santa Rosa, CA. This assessment is a key component of the County's broader initiative to modernize and replace its aging and inefficient Government Center campus. The FCA evaluated the current condition of building systems, infrastructure, and code compliance to help the County make informed decisions regarding capital planning, renovation, and long-term facility investments.

PROJECT INFORMATION

Dates:	January 2025 - June 2025
Client Contact:	County of Sonoma Mark Abel, Senior Project Specialist tel. 707.565.2550 | mark.abel@sonoma-county.org
Contract Amount:	$58,500
Final Cost:	$58,500
Time to Completion:	5 months
Contract Status:	Complete



Heather Brown,
Principal-in-Charge



Sergio Rodriguez,
Quality Assurance Manager



County of San Diego, As-Needed Facility Condition Assessment, SAN DIEGO COUNTY, CA

Kitchell has assessed the condition of over 6 million SF, encompassing 304 buildings, 13 public parks totaling 224 acres and 83 elevators in 36 buildings. Scope of work for building assessments included examination of the roofing, exteriors, interiors, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, specialty equipment, site utilities and site improvements.

In addition, Kitchell also assessed vertical transportation systems which included elevators and escalators. Scope of work for the park assessments included examination of stormwater drainage systems such as piping, swales, culverts, collection basins, etc., electrical supply and distribution including motor home campsite hookup systems, site utilities, water and sewer systems, pedestrian bridges, obvious structural anomalies such as cracks in foundations, concrete or masonry walls and columns, wood rot, sagging structural members, extensive water damage, etc. and any conditions immediately dangerous to life or health. On a portion of the facilities assessed, Kitchell also performed asset tagging services.

PROJECT INFORMATION

Dates:	April 2015 - June 2021
Client Contact:	County of San Diego Morgan Smith, Project Manager tel. 619.323.7122 | Morgan.Smith@sdcounty.ca.gov
Contract Amount:	$1,844,037
Final Cost:	$1,844,037
Time to Completion:	74 months
Contract Status:	Complete


Heather Brown,
Principal-in-Charge


Andrew Pascual,
Project Manager/Lead


Anthony Kwong,
Mechanical Assessor


Gerald Neuffer,
Electrical Assessor


Sergio Rodriguez,
Quality Assurance Manager

Additional Experience



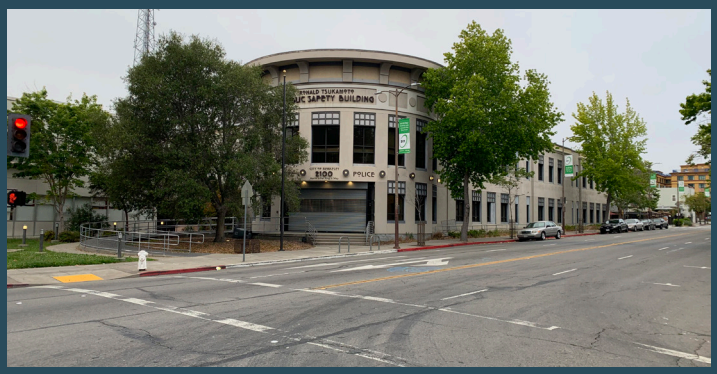
City of Davis, Buildings and Parks Facilities Assessments, Davis, CA

Facility assessments of 111 City facilities, including 221 acres of park spaces and 331,739 SF of building spaces. The final report included life-cycle-cost analysis of major modernization projects, a facility condition index for each building and a capital improvement budget for maintenance and operations.



City of Stockton, Facility Condition Assessments, Stockton, CA

Conditions assessments of 121 City buildings/structures totaling 837,000 SF. The inventory of facilities assessed includes municipal government, general office, emergency services, community center, library, park, civic center, industrial, and corporation yard facilities.



City of Berkeley, Facilities Condition Assessments, Berkeley, CA, Davis, CA

Kitchell provided facilities condition assessment services for 10 facilities, including seven fire stations, totaling 217,293 SF. Scope of work included complete building and property architectural, mechanical, electrical, plumbing, fire sprinkler, water intrusion, life safety and structural deficiency evaluations, corrective and maintenance recommendations, and budget estimates for the corrective work for each facility. The findings will be used as a basis for developing a strategy to implement short term and long-term necessary repairs, alterations and improvements over the next fifteen years. The assessment completed includes findings, recommendations and estimates for the 10 City buildings assessed.



City of Torrance, Facilities Condition Assessments, Torrance, CA

Kitchell provided facilities condition assessment services for 58 City buildings, totaling 1,220,000 SF. Scope of work included complete building and property architectural, mechanical, electrical, plumbing, fire sprinkler, water intrusion, life-safety, and structural deficiency evaluations, corrective and maintenance recommendations and budget estimates for the corrective work for each facility. The findings will be used as a basis for developing a strategy to implement necessary repairs, alterations, and improvements over the next 10 years. Kitchell also conducted a Facility Effectiveness and Assessment Tool (FEAT) analysis of several buildings to determine operational viability.

SECTION C: Services Understanding: Based on the available information and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. City staff will assess your understanding of all aspects of the services based on your narrative.

Understanding the City's Needs & Our Path Forward



A Facilities Condition Assessment (FCA) is more than an evaluation of buildings; it's a roadmap for how a city cares for the spaces that serve its community. It involves a detailed inspection and analysis of key building systems, including mechanical, electrical, plumbing, safety, and site components, to assess functionality, maintenance needs, and long-term performance. The purpose of an FCA is to provide an accurate understanding of facility conditions, identify potential deficiencies, prioritize maintenance or repair needs, and develop a strategic plan for managing and optimizing a facility's lifespan. The resulting information serves as a valuable foundation for capital planning, budgeting, and the effective allocation of resources to ensure facilities remain safe, reliable, and cost-effective for the community.

At Kitchell, helping our clients manage and sustain their building portfolios is not only a priority—it's a reflection of our commitment to the communities they serve. Our team of dedicated professionals (including architects, multi-disciplined engineers, cost estimators, and building analysts) brings deep expertise in evaluating facilities that support essential public functions such as government operations, parks, education, healthcare, and civic services. This experience allows us to tailor each assessment to meet the unique goals of our clients and the needs of the people who rely on these spaces every day.

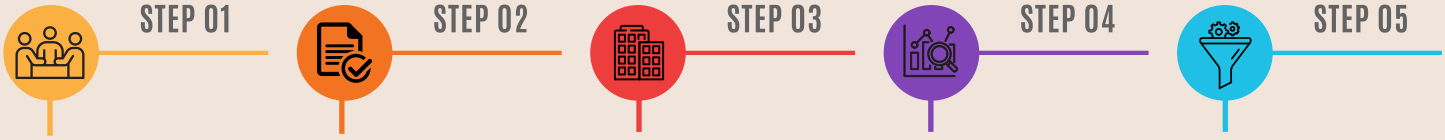
To streamline the FCA process, we use a proven, adaptable methodology that leverages advanced technology for efficient field investigations and data management. Our clients benefit from a non-proprietary reporting platform that supports deferred maintenance tracking and long-term capital planning strategies, designed for user-friendly access and integration with systems such as the City's **Maintenance Connection**. The outcome is a transparent, data-driven tool that enables informed decision-making and proactive facility management.

What truly sets Kitchell apart is the depth of our team's experience and perspective. Our professionals include licensed architects and engineers who not only assess facilities but design, commission, and plan the same types of systems and structures we evaluate. This holistic approach allows us to identify root causes, anticipate system performance and provide practical, cost-effective recommendations for maintenance, upgrades, and replacements that enhance the usability and longevity of each facility.

For the City of Rocklin, we understand the importance of this effort—evaluating 52 municipally owned buildings across 22 locations to support the long-term sustainability and efficiency of spaces that serve residents, staff, and visitors alike. Our goal is to deliver a clear, comprehensive assessment that helps the City plan responsibly for the future, ensuring its facilities continue to reflect the pride, safety, and quality of life that define the Rocklin community.

This project will involve a carefully coordinated effort to ensure comprehensive deficiency identification, code evaluation, prioritization, and analysis, providing the City with a clear understanding of facility risk. While the structure of our overall approach follows best practices for condition assessment projects, we will remain flexible in its application to meet the City's specific needs and expectations.

Our assessment process can be summarized in the following key steps:



Major Challenges & Special Considerations

A key challenge for this effort will be ensuring that all data collected aligns with the asset information already integrated into the City's Maintenance Connection platform. Following the assessment, it will also be essential to ensure that the data is properly structured to fit seamlessly within the City's existing Maintenance Connection workflow.

Special considerations will include how the City plans to manage and integrate new observations with existing data once the Facility Condition Assessment (FCA) is complete. As a full-service building solutions provider, Kitchell can assist in identifying the most effective approach for exporting and managing FCA data within the Maintenance Connection software to ensure accuracy, consistency, and long-term usability.

Please refer to section D. Project Timeline and Work Plan for additional details on our approach and methodology that has been tailored to meet the City's FCA goals and demonstrates the value Kitchell brings as your consultant.

Benefits Kitchell Brings to the City

- **Data compatibility with Maintenance Connection**
- **Prioritized capital planning and defensible budgeting**
- **Enhanced facility safety and life cycle efficiency**
- **Transparent reporting for City stakeholders and the community**

SECTION D: Project Timeline and Work Plan: Provide a timeline of project completion, including meetings, major milestones, and deliverable dates. Describe the firm's process to provide the requested services. Include a description of the firm's ability to meet the services requested in the Scope of Services Section 5. Provide a specific methodology that recommends and justifies the level of detail to be included.

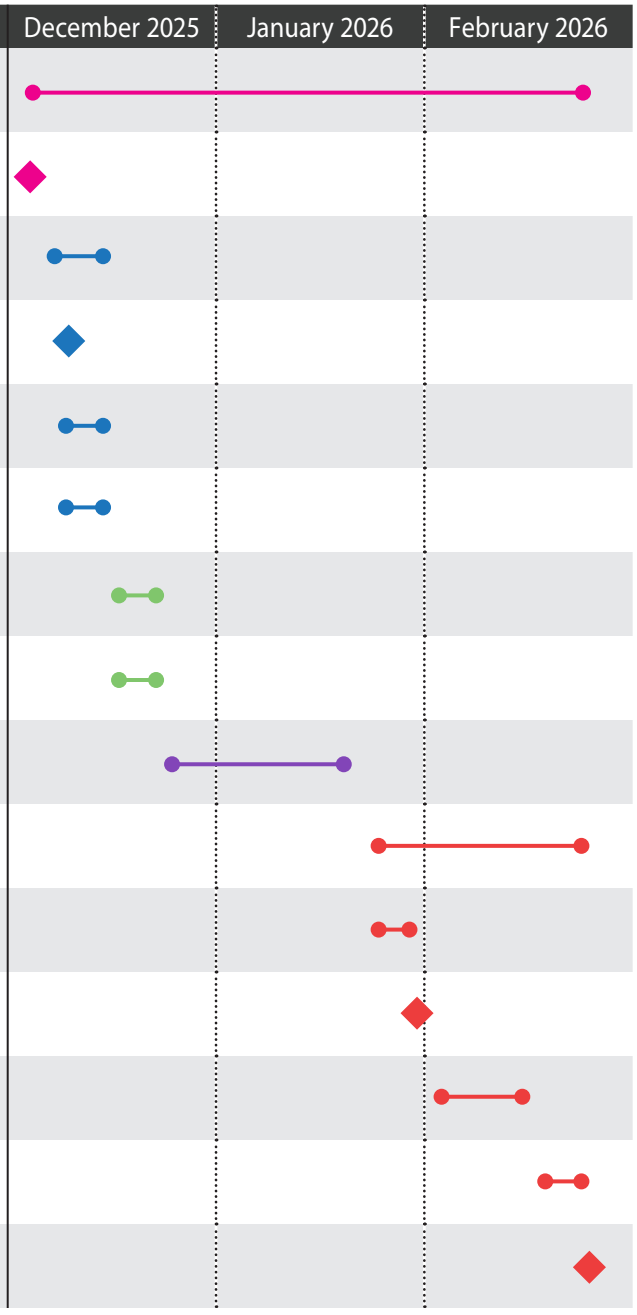
Project Timeline & Work Plan



Developing a coherent and strategically focused Facility Condition Assessment will require close coordination between Kitchell and the City's facility asset stakeholder team. Kitchell's **Project Manager, Andrew Pascual,** will serve as the City's primary point of contact and will oversee all aspects of the project. Andrew will manage the assessment team, facilitate virtual meetings with the City to ensure alignment, and be accountable for the overall performance and successful delivery of the assessment. He will also collaborate with the City to develop a 15-year deferred maintenance and capital improvement plan based on the assessment findings.

The following represents a general timeline and work plan based on the information provided and assumes a **Notice to Proceed on December 2, 2025.**

Task Name	Start	Finish
City of Rocklin FCA Schedule	12/2/25	2/20/26
NTP	12/2/25	12/2/25
Task 1: Facility Assessment Planning	**12/8/25**	**12/15/25**
Project Kick-Off Meeting	12/8/25	12/8/25
Review Available Documentation	12/9/25	12/15/25
Prepare for On-Site FCA	12/9/25	12/15/25
Task 2: On-Site FCA	**12/16/25**	**12/22/25**
In-Person Field Assessments	12/16/25	12/22/25
Task 3: Analysis of FCA Information	**12/23/25**	**1/23/26**
Task 4: FCA Memo Preparation	**1/26/26**	**2/20/26**
Develop Draft Report	1/26/26	1/30/26
Submit Draft Report	1/30/26	1/30/26
City Review of Draft Report	2/2/26	2/13/26
Update and Finalize Report	2/16/26	2/20/26
Submit Final Report	2/20/26	2/20/26



Project Kick-Off Meeting

1 Day: Monday, December 8, 2025

Kitchell will conduct a kick-off meeting to discuss the City's expectations for the project, review the project approach, discuss data availability, and the end format for integration with Maintenance Connection. Throughout the project, we will conduct regular progress meetings to maintain open communication with the project team and the City. The progress meetings will focus on the work plan, schedule, and project needs. This will allow the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. Meeting minutes will be provided to the project team members.

Data Alignment & Document Review

1 Week: Tuesday, December 9, 2025 through Monday, December 15, 2025

Kitchell will request and review any available documentation of the facilities to be assessed. This documentation will establish baseline information for planning our work—a point of beginning—and will include:

- Original building plans (can be viewed on-site)
- Site plan/floor plans
- Fire protection/life safety plans
- Accessibility transition plans/studies
- Building systems maintenance records, including inspection reports
- Owner-elected repair list (if available)
- Maintenance policy documentation
- Capital expenditure schedules (prior or planned)
- Rehabilitation budget and scope (draft or final)
- Other related studies and reports that have been produced for the facilities

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of the maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Kitchell will become familiar with the City's property list and create a contact directory for each facility or site. We will contact or interview the facilities' contacts as part of our tour process to determine current use requirements and priority of properties based on agency goals.

Working with the City, Kitchell will develop procedures to gain access to each facility or site. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment. In most assessments, we are provided a site point of contact or a member of the facilities maintenance team to provide access and act as an escort.

Deliverables & Major Milestones

Monday, 12/8/2025

- Meeting minutes including goals and objectives, long-range funding strategies and prioritization categories
- Pre-Assessment Questionnaire
- Building Survey Schedule
- Project Schedule

Facility Condition Assessments

1 Week: Tuesday, December 12, 2025 through Monday, December 22, 2025



Our team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies. The team will interview the building maintenance staff about the facility's past repairs and replacements and their costs, level of preventative maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. We will need support in the form of escorts while in the facilities to help us access mechanical and electrical rooms, roofs, central plants, and other secured areas. We also ask that staff discuss with us any known issues in the facility and answer other technical questions.

Kitchell will survey the grounds, exterior envelope, interior finishes, mechanical systems, electrical systems, plumbing systems, and fire/life/health systems. We will develop estimations based on their site assessment, interviews with the City's maintenance staff, and their professional expertise gained on similar properties previously evaluated.

Our team will review the condition of the building systems and components where accessible. Kitchell presumes the City will provide OSHA-compliant ladders, lifts, and/or scaffolding (depending on roof type) so our team may safely access roof areas. If requested, Kitchell can provide a quote for a lift and/or ladder access if needed.

We will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City's identified assets and will focus on the following facility and site systems and components:

- **Site:** parking lots, pedestrian paving (including adjacent sidewalks), landscaping and enclosures, water supply, sanitary sewer, storm sewer, gas service, sight lighting, and telecommunications.
- **Structural components:** footings, foundations, slabs, columns, floor, and roof framing systems.
- **Exterior systems:** roof, building envelope including facades or curtain wall system, glazing systems, doors, stairways, etc.
- **Interior systems:** walls, partitions, doors, flooring, finishes (flooring, ceilings, walls, etc.).
- **Plumbing systems** (fixtures, domestic water distribution, sanitary waste, rainwater drainage, and special plumbing systems such as compressed air, etc.).
- **HVAC systems** (controls and instrumentation; and other HVAC support elements).
- **Life Safety/Fire Protection:** fire alarm systems, monitoring systems, emergency lighting, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems.
- **Electrical Systems:** service and distribution, feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation, solar systems, and EV charging equipment.

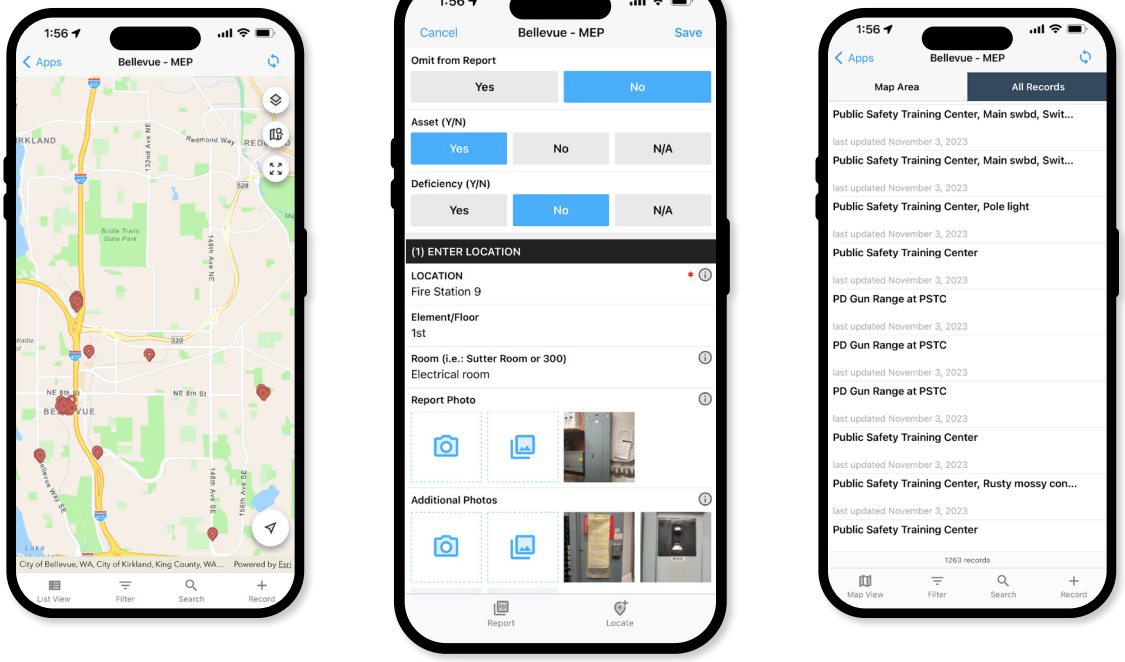
We will follow the non-destructive visual observation procedures (as codified in ASTM E2018-24, Standard Guide for Property Condition Assessments) to conduct our field inventory. Our survey will be conducted during normal business hours. Our team is courteous and professional, and we anticipate they will be wearing City provided badges/identification to identify them as part of the assessment team.

To accomplish the goal of this project, our team will require the use of **Fulcrum** technology inside each facility. Fulcrum is a mobile data application app that allows our team to efficiently capture deficiencies during their assessment. The use of technology within the facility may require the City's support. Our team will work with the City to honor privacy and security concerns with respect to the use of technology tools inside the facility. We propose to utilize smart phone and/or tablet devices to collect assessment data and take photographs of deficient items, the building and major systems and components.

Highlights and advantages include:

- Custom mobile data collection tool that can be modified in real time (by the team in the field or in-house)
- Eliminate workflow redundancy by combining photos (media/GPS data/barcode) with field collected data and notes
- Cloud backup and data redundancy

Fulcrum Mobile Data Capturer



Deliverables

Tuesday, 12/16/2025 through Monday, 12/22/2025

- Trip reports consisting of any fire/life/health safety issues if observed at the close of every site visit.

Analysis of Facility Condition Information

4 Weeks: Tuesday, December 23, 2025 through Friday, January 23, 2026

Kitchell has developed a custom SQL/Access database that combines the field collection data from Fulcrum, combined with our expertise, including estimating, engineering contingencies, etc. This database allows the assessment to efficiently and accurately review, cost, and prioritize asset and deficiency field data.

Data gathered from the walk-through surveys will be organized into a thorough Facility Assessment Database with photographs of each item. This database is a user-friendly tool that details the condition of each building, and notes system and component deficiencies. Each deficiency and/or asset will have a recommendation for correction (maintenance, repair, and replacement) and an associated cost based on our observations, research, and judgment, along with referring to commonly accepted Expected Useful Life (EUL) tables for trackable assets.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, and the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

Our philosophy is that the database should be a living document and serve as the City's master roadmap for an ongoing facility upkeep and maintenance program that guarantees an efficient use of funds.

Kitchell's estimating staff relies on in-house historical cost data and knowledge of the bidding climate in the various regions within the California market. **We utilize our in-house cost database built from over $5 billion of construction, RS Means, Timberline, and Excel software to prepare our cost estimates.** We have an excellent track record of forecasting market conditions that impact construction costs, trade labor and material availability, geographic or seasonal considerations, and more. By considering all these potential budget impacts, we consistently produce extremely accurate conceptual estimates that translate into completed facilities within established budgets.

Each report will include a Capital Needs Analysis, which will include an estimated cost conforming to ASTM Uniformat II Classification for Building Elements (E1557-97; Level 3) for each system or component repair or replacement anticipated. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement (in the Immediate (Health/Safety), Short-Term (0-2 years), Mid-Term (3-5 years), Long-Term (6-10 years), and Lifecycle Long-Term (11-15 years), quantity, unit cost and total cost for the repair of each line item.



A consolidated **Capital Needs Analysis** will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

Each report will also have a Facility Condition Index (FCI) for each facility and site. The FCI scale is an industry-standard scale used to assess the current and projected condition of a building. Kitchell utilizes the International Facility Management Association's (IFMA) methodology for calculating the FCI. The FCI is the ratio of the cost to correct all deferred maintenance deficiencies within an asset divided by its CRV. It assigns the numeric value of the FCI equation to four general condition rankings: Good (0 to 5 percent), Fair (5 to 10 percent), Poor (10 to 30 percent), and Critical (greater than 30 percent).

Facility Condition Index and Impact to Component Failure Risk and Staff

Common Implications of FCI to Asset Portfolios				
FCI Grade	**Impact to Facilities and Components**	**Examples of Component Issues**	**User Complaints and Morale**	**Maintenance Personnel Impact**
Grade A Good (FCI 0 to 0.04)	Facilities will look clean and functional. Limited and manageable component and equipment failure may occur.	Repairs and replacement are more of an aesthetic or general nature, such as wall painting, carpet replacement, roof repair, window caulking.	User complaints will be low and manageable. User morale will be positive and evident.	Facilities personnel time will be devoted to regular scheduled maintenance.
Grade B Fair (FCI 0.05 to 0.10)	Facilities will begin to show signs of wear. More frequent compo-nent and equipment failure will occur.	Repairs and replacement of specific systems, such as boiler, window replacements, and interior renovations.	User complaints will occur with higher level of frequency. User morale may be affected.	Facilities personnel time may at times be diverted from regular scheduled maintenance.
Grade C Poor (FCI 0.11 to 0.30)	Facilities will look worn with apparent and increasing deterioration. Frequent component and equipment failure may occur. Occasional building shut down will occur.	Replacement of specific major systems are required, such as heating and plumbing systems, complete interior renovations, building envelope restoration. Shut down may affect users (i.e. roof or pipe leakage).	User complaints will be high with increased level of frequency. Concern about negative user morale will be raised and become evident.	Facilities personnel time will likely be diverted from regular scheduled maintenance and forced to "reactive" mode.
Grade D Critical (FCI over 0.31)	Facilities will look worn with obvious deterioration. Equipment failure will occur frequently. Occasional building shut down will likely occur. Management risk is high. Health and safety issues figure prominently.	Replacement of multiple systems required (i.e. mechanical, electrical, architectural and structural). Building heating system failure. Evacuation due to unaddressed roof leakage. Structural issues including envelope replacement.	User complaints will be very high with an unmanageable level of frequency. Lack of maintenance will affect user attitudes and morale.	Facilities personnel will not able to provide regular scheduled maintenance due to high levels of "reactive" calls.



Reporting & Refinement

4 Weeks: Monday, January 26, 2026 through Friday, January 30, 2026

Using our in-house SQL/Access database, Kitchell will provide an in-depth report including a detailed description of each of the building components and systems as described in the approach sections above. The report is organized by building system and will include digital photos of major systems and components, and all deficiencies identified. The report will include a discussion of current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs Analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Reports will reflect a five-year capital plan based on Kitchell's five-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- An executive summary with a graphic presentation of results to provide a quick, user-friendly summary of the facility's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history, and industry-standard useful life estimates.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs of the buildings, including photos of deficiencies.
- General description of the facility and improvements, and comments generally on observed conditions.
- Critical repairs and life safety issues are separately from repairs anticipated over the term of the analysis.

Kitchell will submit draft reports electronically via PDF format, and once approved and finalized, a program summary report will be provided to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, supporting documentation, and report appendices. In addition, Kitchell will provide an electronic file that contains all inspection data in a Microsoft Excel format that is approved by the City for integration with Maintenance Connection.

In addition to each building report, Kitchell will develop a program-wide report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The report includes a brief narrative description of each facility/building component and system, and discusses the current and anticipated repairs and deficiencies of all buildings assessed. The report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for several perspectives of reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Deliverables

- Draft Report: Friday, January 30, 2026
- Final Report: Monday, February 20, 2026
- Maintenance Connection Excel File: Monday, February 20, 2026

SECTION E: Required Statements/Documents: Include statements of assurance regarding the following requirements in the proposal.

Conflict of Interest

Kitchell does not have any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Kitchell, management, or employees of Kitchell relative to the services to be provided under the agreement. Kitchell does not have any real or apparent conflict of interest associated with this project or with working for the City of Rocklin.

Indemnification & Insurance

Kitchell confirms our ability and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

Proprietary Information

Kitchell confirms that nothing contained in our submitted proposal is proprietary.

SECTION F: Exceptions: Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract, Section 4.1

Kitchell has reviewed the Agreement for Services, including the indemnity provisions and insurance provisions contained therein. If given the opportunity to contract with the City, Kitchell has proposed objections to the use of the Agreement, listed as follows:

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, ~~agents,~~ and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees ~~arising from~~ to the extent caused by the negligent work ~~or the provision of services undertaken~~ pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, ~~arising from~~ to the extent caused by the negligent work ~~or the provision of services undertaken~~ pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment related to this agreement. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

SECTION G: Competency of Proposers: The City wants to ensure that the successful firm has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Financial Strength

Our firm's 5A-2 Dunn and Bradstreet rating is an indicator of our firm's financial strength and resources, putting us at the top of our industry. In 2024, our revenues exceeded $648.5 million, and we currently have over $344.7 million volume under contract.

Bankruptcies, Liens & Stop Payment Notices

Kitchell does not have any pending bankruptcies, liens, or stop payment notices.

Legal Claims & Foreclosures

Below is a list of Kitchell's legal claims within the last seven years. In addition, Kitchell has not had any foreclosures within the last seven years.

Project Name:	City of Costa Mesa Fire Station No. 1
Date of Claim:	June 2, 2020
Description:	City inspector sued the general contractor and Kitchell claiming injuries after falling into a hole at the project site and sustaining physical injuries.
Status:	Kitchell was removed as a party to the lawsuit due to the lack of any evidence and did not pay anything. Kitchell was not involved in any legal proceedings in this matter, including any dispute resolution meetings.

Project Name:	Sacramento Memorial Auditorium Project
Date of Claim:	November 19, 2019
Description:	Mr. Fiscus sued Kitchell claiming to have been injured while riding his bike in an area near the project site. The party responsible for the traffic control plan assumed the defense of Kitchell in this lawsuit.
Status:	Resolved without any payment from or finding of liability against Kitchell. Kitchell was not involved in any legal proceedings in this matter, including any dispute resolution meetings.

Contract Terminations

Kitchell has not been terminated for cause or breach of contract on any project. However, in the interest of transparency, Kitchell was removed for convenience from our contract with Sierra College in December 2019. Our removal was not performance-related, and Kitchell successfully completed all assigned work and maintains a positive relationship with the client.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Johnson-Springview and Twin Oaks ADA Counter Replacement

Date: May 26, 2026

Submitted By: Matt McClure, Public Works
Justin Nartker, Public Works

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with PBM Construction, Inc. for the Johnson-Springview and Twin Oaks ADA Counter Replacement.

Background:

The City of Rocklin's Public Works Department finalized a contract for professional services with Craig Miers & George Scott Architects, LLP on June 18, 2025, for architectural and structural services for the concession counter door improvements at Johnson-Springview Park and Twin Oaks Park. Once the design phase was completed and approved, the Public Works Department posted a bid for construction services for the project on November 3, 2025. The City received three (3) bids as followed (see Attachment 4):

CONTRACTOR (LOCATION)	BID
PBM Construction, Inc. (Rocklin)	$95,995
Building Concepts Construction, Inc. (Roseville)	$96,580
Sauren Construction Inc. (Newcastle)	$120,523

Staff reviewed the bids for sufficiency, confirmed they were responsive, and determined PBM Construction, Inc. submitted the lowest responsible bid. Staff recommends the City Council award the contract to PBM Construction, Inc.

The total cost for the project is $95,995, plus a contingency amount of 15% ($14,399.25), for a not to exceed cost of $110,394.25.

Staff recommends the City Council authorize the City Manager to execute the contract with PBM Construction, Inc.

Fiscal Impact:
Sufficient funds are available within the FY 2025/26 & 2026/27 Operating Budget within the General Fund (Fund 100) to support the recommended contract award.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. PBM Bid
4. Bid Summary

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PBM CONSTRICTION, INC. FOR JOHNSON-SPRINGVIEW AND TWIN OAKS ADA COUNTER REPLACEMENTS

WHEREAS, staff entered into a contract for professional services with Craig Miers & George Scott Architects, LLP on June 18, 2025 for the architectural and structural services for the Concessions (counter doors) at Johnson-Springview and Twin Oaks Parks project. Once designs were approved, the Public Works department posted a bid for the public works project construction on November 3, 2025; and

WHEREAS, three (3) bids were received, and the lowest bidder was selected, PBM Construction, Inc. with a total cost for the project of $95,995, plus a contingency of 15% ($14,399.25), for a not to exceed amount of $110,394.25.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rocklin does hereby resolve as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the Johnson-Springview and Twin Oaks ADA Counter Replacement to PBM Construction, Inc. and the City Manager is authorized to execute the Agreement with PBM Construction, Inc. in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with PBM Construction, Inc. for the additional contingency amount of up to $14,399.25 for a total not to exceed amount $110,394.25.

PASSED AND ADOPTED this 26th day of May, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of , 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **PBM CONSTRUCTION, INC.,** a California Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Agreement, the Performance Bond, the Payment Bond, Workers' Compensation Insurance Certification, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Subcontractor Listing Form, Non-Collusion Affidavit, Certification regarding Debarment, Suspension, Provided Debarment or Suspension, Resolution of Disputes, Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and

material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **JOHNSON SPRINGVIEW/TWIN OAKS ADA COUNTER REPLACEMENT**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **NINTY-FIVE THOUSAND, NINE-HUNDRED, NINTY-FIVE DOLLARS ($95,995.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII.RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **Five Hundred Dollars ($500)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the

General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning 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 acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

APRIL 16, 2026
Date

68.0340720
Tax I.D. Number

Signature

Signature

GREG TORNBERG
Print Name

Print Name

VICE PRESIDENT / CFO
Title

Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

SEE ATTACHED
NOTARY CERTIFICATE

ACKNOWLEDGMENT

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

State of California
County of PLACER)

On 04/16/2026 before me, KRISTINA PARANSUN, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KRISTINA PARANSUN
Notary Public - California
Sacramento County
Commission # 2493264
My Comm. Expires Jun 27, 2028

Signature _____ **(Seal)**

ATTACHMENT E

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR PBM CONSTRUCTION INC (BIDDER)

PROJECT: JOHNSON SPRINGVIEW/TWIN OAKS ADA COUNTER REPLACEMENT

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

X We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

Signed

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT F

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the VICE PRESIDENT / CFO [Title] of PBM CONSTRUCTION INC, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/16/2026 [date], at ROCKLIN [city], CALIFORNIA [state].

PBM CONSTRUCTION INC
(Name of Bidder)

(Signature)

VICE PRESIDENT / CFO
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: PBM CONSTRUCTION INC. Date 4/16/26

BY: 
Signature

GREG TORNBERG
Type/Print Name

VICE PRESIDENT / CFO
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

BIDDER: PBM CONSTRUCTION INC Date 4/16/2026

BY: 
Signature

GREG TORNBERG
Type/Print Name

VICE PRESIDENT / CFO
Title

ATTACHMENT H

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of

6. the Contract for the Project shall be considered will be posted on the City's website.

7. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

PBM CONSTRUCTION INC

Contractor

4/16/2026

Date

Signature

ATTACHMENT I

GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead And Submit at Close-Out}

PBM CONSTRUCTION INC {Contractor's Name} hereby unconditionally guarantees that the Work performed at JOHNSON SPRINGVIEW/TWIN OAKS ADA COUNTER REPLACEMENT [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Conditions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE 

PRINT NAME GREG TORNBERG

BOTTOM BAR LOCKING:

Type - Slidebolt with padlock hasp (padlock not provided) Ø1/4" maximum shank

Operable Side(s) - Coil only

QUANTITY:

THREE (3)

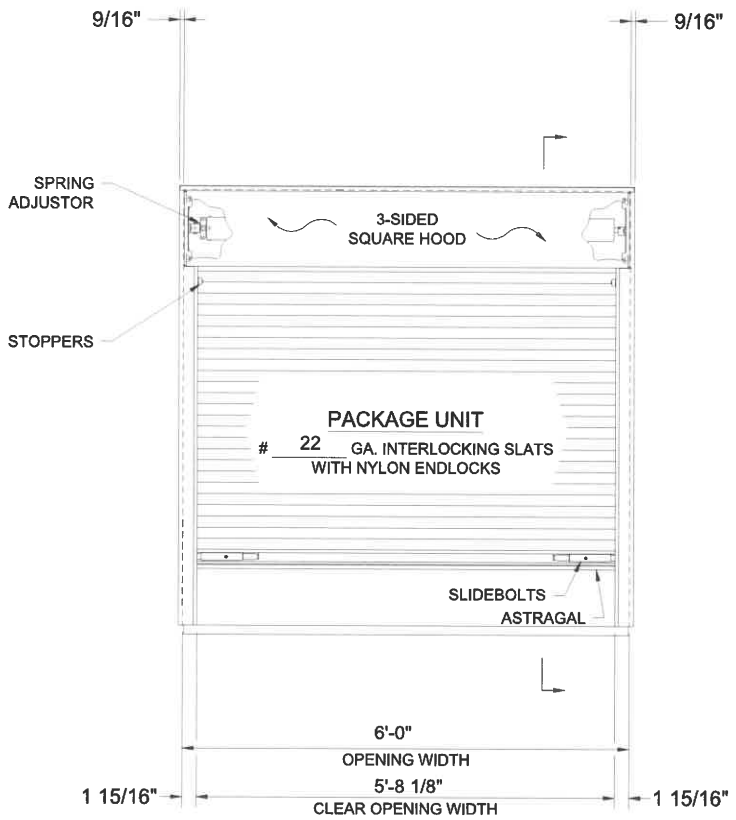
MATERIAL & FINISH:

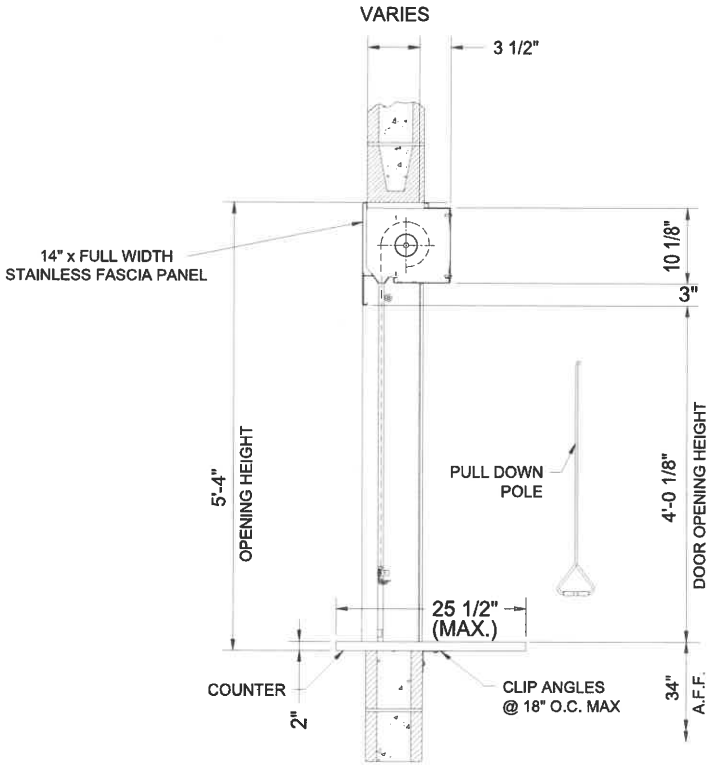
Curtain - 304 Stainless steel, #4 finish

Head/Jambs/Hood/Fascia - 304 Stainless steel, #4 finish

Bottom Bar - 304 Stainless steel, #4 finish

Counter/Sill - 304 Stainless steel, #4 finish





---	ORIGINAL DRAWING	09/08/25	RICH
#	REVISION	DATE	BY

Preferred door solutions.
COOKSON

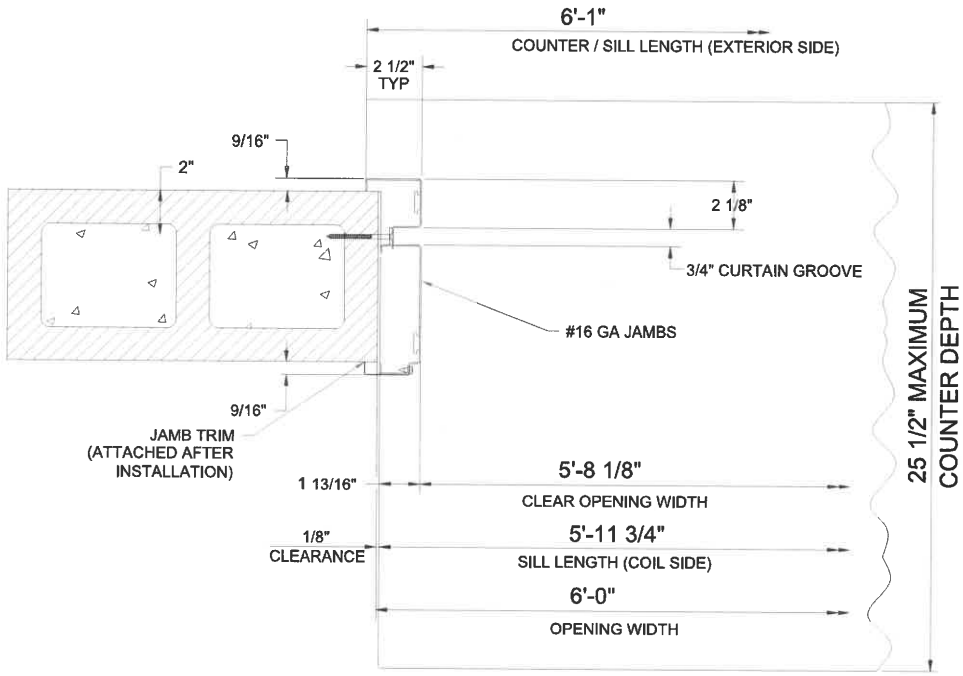
BETWEEN JAMB PUSH-UP OPERATED PACKAGE UNIT

JOB: CITY OF ROCKLIN PARKS
TWIN OAKS PARK & JOHNSON-SPRINGVIEW PARK
ROCKLIN, CA

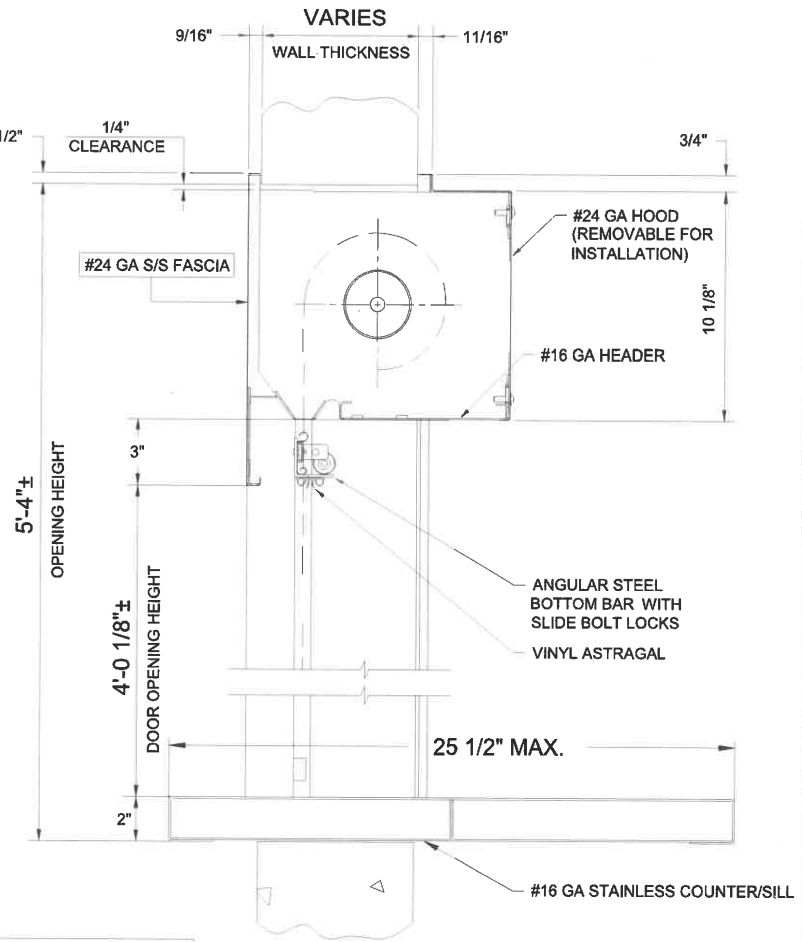
MODEL # : ESC20

VENDOR: INDUSTRIAL DOOR CO.

ARCHITECT: CRAIG MIERS + GEORGE SCOTT ARCHITECTS LLP

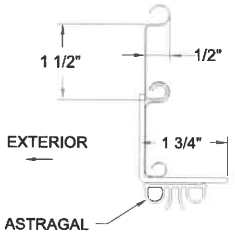


JAMB DETAIL

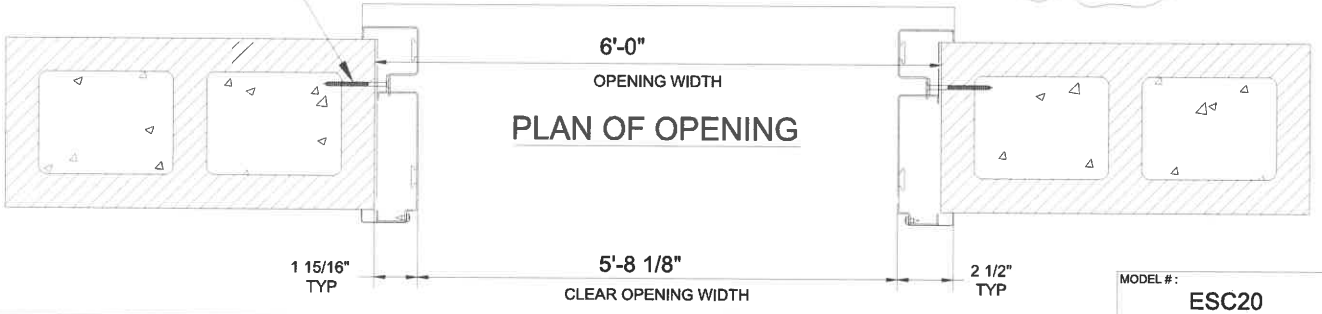


WALL FASTENERS:

- 1/4" x 2-1/4" LONG STAINLESS STEEL TAPCON SCREW @ MAX. 8" ON CENTER



BOTTOM BAR



PLAN OF OPENING

—	ORIGINAL DRAWING	09/08/25	RICH
#	REVISION	DATE	BY

Preferred door solutions.
COOKSON

PACKAGE UNIT
DETAILS AND PLAN OF OPENING

JOB: CITY OF ROCKLIN PARKS
TWIN OAKS PARK & JOHNSON-SPRINGVIEW PARK
ROCKLIN, CA

MODEL #: ESC20

VENDOR: INDUSTRIAL DOOR COMPANY

ARCHITECT: CRAIG MIERS + GEORGE SCOTT ARCHITECTS LLP

ABBREVIATIONS

	℄	Center Line
	⌀	Diameter
	#	Number or Pound
A	AC.	Asphalt Concrete
	Acoust.	Acoustical
	AD.	Area Drain
	Adj.	Adjustable
	A.F.F.	Above Finish Floor
	A.F.S.	Automatic Fire Sprinkler Riser
	AL.	Aluminum
	Ang. or ∠	Angle
	A.P.	Access Panel
	APPROX.	Approximate
	ARCH.	Architectural / Architect
	ASPH.	Asphalt
B	BKG.	Backing
	BD.	Board
	BITUM.	Bituminous
	BLDG.	Building
	BLKG.	Blocking
	B.L.P.	Building Layout Point
	BM.	Beam
	BO.	Bottom of
	BOT.	Bottom
	B.U.	Built-up
	BW	Between
C	C	Compact
	CAB.	Cabinet
	C.B.	Catch Basin
	CEM.	Cement
	CER.	Ceramic
	C.I.	Cast Iron
	C.J.	Construction Joint/Control Joint
	CLG.	Ceiling
	CLKG.	Caulking
	CLO.	Closet
	CLR.	Clear
	C.O.	Clean Out
	COL.	Column
	CONC.	Concrete
	CONN.	Connection
	CONSTR.	Construction
	CONT.	Continuous
	CONTR.	Contractor
	CPT.	Carpet
	C.P.	Cement Plaster
	C.SQ.	Carpet Square
	CTSK.	Countersunk
	CMU	Concrete Masonry Unit
	CNTR.	Counter
	C.T.	Ceramic Tile
	C.T.S.	Connect to Storm Drain
	CTR.	Center
	CUR.	Curtain Wall
D	D.A.S.	Daylight at Soffit
	DAT.	Datum
	DBL.	Double
	DEPT.	Department
	DET.	Detail
	D.FTN.	Drinking Fountain
	DIA.	Diameter
	DISP.	Dispenser
	DN.	Down
	D.O.	Door Opening
	DR.	Door
	DS.	Downspout
	D.S.P.	Dry Stand Pipe
	DUR.	Dryking
	DWR.	Drawer
E	(E)	Existing
	EA.	Each
	EL.	Elevation
	ELEC.	Electrical
	ELEV.	Elevator
	EMER.	Emergency
	ENCL.	Enclosure
	E.P.	Electrical Panelboard
	E.P.S.	Expanded Polystyrene
	EQ.	Equal
	EQUIP. or EQPT.	Equipment
	E.S.	Each Side
	EW.	Each Way
	E.W.C.	Electrical Water Cooler
	EXPO.	Exposed
	EXP.	Expansion
	EXT.	Exterior
F	F.A.	Fire Alarm
	F.B.O.	Furnished By Owner
	F.D.	Floor Drain
	FDN.	Foundation
	F.E.	Fire Extinguisher
	F.E.C.	Fire Extinguisher Cabinet
	FF.	Finish Floor
	F.G.	Fixed Glass
	F.H.C.	Fire Hose Cabinet
	F.H.S.	Flat Head Wood Screw
	FIN.	Finish
	FLASH.	Flashing
	FLUOR.	Fluorescent
	F.O.C.	Face of Concrete
	F.O.F.	Face of Finish
	F.O.M.	Face of Masonry
	F.O.S.	Face of Stud
	FRP.	Fiberglass Reinforced Panel
	FRPF.	Fireproof
	FR.	Frame
	F.S.	Full Size
	FT.	Foot or Feet
	FTG.	Footing
	FURR.	Furring
	FUT.	Future
G	GA.	Gauge
	GALV.	Galvanized
	GAB.	Grab Bar
	G. CONC.	Gunite Concrete
	GL.	Glass
	GND.	Ground
	GR.	Gracia
	GYP.	Gypsum
H	H. or HDCP.	Handicap
	H.B.	Hose Bibb
	H.C.	Hollow Core
	H.D.	Hot Dipped
	HDWD.	Hardwood
	HDWR.	Hardware
	HGT.	Height
	H.M.	Hollow Metal
	HORIZ.	Horizontal
	HR.	Hour
	HVAC	Heating, Ventilating & Air Conditioning
I	I.D.	Inside Diameter
	IN.	Inch or Inches
	INCL.	Include
	INSUL.	Insulation
	INT.	Interior
	INV.	Invert
J	JAN.	Janitor
	JT.	Joint
K	KIT.	Kitchen
L	LAB.	Laboratory
	LAM.	Laminate
	LAV.	Lavatory
	LB.	Pound
	LF.	Linear Feet
	LKR.	Locker
	LG.	Large
	LP.	Low Point
	LT.	Light
M	MAT.	Material
	MAX.	Maximum
	MB.	Machine Bolt
	MC.	Medicinal Cabinet
	MR.	Moisture Resistant
	MD.	Medium
	MECH.	Mechanical
	MEMB.	Membrane
	MTL.	Metal
	MFR.	Manufacturer
	MH.	Manhole
	MIN.	Minimum
	MIR.	Mirror
	MISC.	Miscellaneous
	M.O.	Masonry Opening
	MTD.	Mounted
	MUL.	Mullion
N	(N)	New
	N.I.C.	Not in Contract
	NO. or #	Number
	NOM.	Nominal
	N.T.S.	Not To Scale
O	O/	Over
	O/A	Overall
	OBS.	Obscure
	O.C.	On Center
	O.D.	Outside Diameter
	OH.	Opposite Hand
	OFD.	Overflow Drain
	OFF.	Office
	OPNG.	Opening
	OPP.	Opposite
P	PKG.	Parking
	PL.	Plate
	P.LAM.	Plastic Laminate
	PLAS.	Plaster
	PLYWD.	Plywood
	P.O.T.	Path Of Travel
	PR.	Pair
	PRCST.	Pre-Cast
	PT.	Paint
	P.T.D.	Paper Towel Dispenser
	P.T.D/R	Combination Paper Towel Dispenser & Receptacle
	PTN.	Partition
	P.T.R.	Paper Towel Receptacle
Q	QTY.	Quantity
	QT.	Quarry Tile
R	R.	Riser
	RAD.	Radius
	RB.	Rubber Base
	RD.	Roof Drain
	REF.	Refrigerator
	REFR.	Reference
	REINF.	Reinforced
	REQ.	Required
	RESIL.	Resilient
	RF.	Resilient Flooring
	RFG.	Roofing
	REGTR.	Register
	R.H.W.S.	Round Head Wood Screw
	RM.	Room
	RND.	Round
	R.O.	Rough Opening
	RWD.	Redwood
	RWL.	Rain Water Leader
S	S.AN.	Sanitary
	S.C.	Solid Core
	S.C.D.	Seat Cover Dispenser
	S.CONC.	Sealed Concrete
	SCHED.	Schedule
	S.D.	Soap Dispenser
	SD. INSUL.	Sound Insulation
	SECT.	Section
	SH.	Shelf
	SHR.	Shower
	SHT.	Sheet
	SHT. MET.	Sheet Metal
	SIM.	Similar
	SM.	Small
	S.M.D.	Sanitary Napkin Dispenser
	SPEC.	Specification
	SQ.	Square
	S.SK.	Service Sink
	S.STL.	Stainless Steel
	STA.	Station
	STD.	Standard
	STL.	Steel
	STOR.	Storage
	STRL.	Structural
	SUSP.	Suspended
	S.V.	Sheet Vinyl
	SYM.	Symmetrical
	SYS.	System
T	T.B.R.	To Be Removed
	TRD.	Tread
	T. & B.	Top and Bottom
	T.B.	Towel Bar
	T.C.	Top of Curb
	TEL.	Telephone
	TEMP.	Temporary
	TER.	Terrazo
	T. & G.	Tongue & Groove
	THK.	Thick
	T.O.	Top Of
	T.O.C.	Top of Concrete
	T.O.W.	Top of Wall
	T.P.	Toilet Paper Dispenser
	T.V.	Television
	TYP.	Typical
U	UNF.	Unfinished
	U.O.N.	Unless Otherwise Noted
	UR.	Urinal
V	V.C.R.	Vinyl Carpet Reducer
	V.C.T.	Vinyl Composition Tile
	VERT.	Vertical
	VEST.	Vestibule
	V.T.	Vinyl Tile
	V.W.C.	Vinyl Wall Covering
W	W	With
	W.C.	Water Closet
	WD.	Wood
	W.DW.	Window
	W.F.	Wall Fabric
	W.H.	Water Heater
	W/O	Without
	W.P.	Waterproof
	W.R.	Water Resistant
	W.SCT.	Wirescot
	W.S.P.	Wet Stand Pipe
	WT.	Weight
Y	YD.	Yard

SYMBOLS

EARTH / COMPACTED FILL

POUROUS FILL/AGGREGATE BASE

CONCRETE

BRICK, MASONRY, STONE

SAND / MORTAR

ALUMINUM

BRASS

STEEL

FINISH WOOD

ROUGH WOOD / CONTINUOUS

WOOD BLOCK

METAL STUD

PLYWOOD

GLASS

BATT INSULATION

RIGID INSULATION

GYPSUM WALL BOARD

CERAMIC TILE

ACOUSTICAL TILE

CARPET and PAD

LATH and PLASTER

FLASHING / WATERPROOFING

NEW POINT ELEVATION

EXISTING POINT ELEVATION

MATCH LINE

CONTROL POINT / DATUM

BUILDING LAYOUT POINT

REVISION / CLOUD

KEY NOTES

FINISH NOTE

WINDOW TYPE

DOOR NUMBER

EXIT SIGN

DETAIL REFERENCE
DRAWING NUMBER

WALL SECTION REFERENCE
DRAWING NUMBER

BUILDING SECTION REFERENCE
DRAWING NUMBER

INTERIOR ELEVATIONS
DRAWING NUMBER

EXTERIOR ELEVATIONS
DRAWING NUMBER

ROOM NAME
ROOM NUMBER

DIMENSION TO FACE OF STRUCTURE

DIMENSION TO CENTERLINE

DIMENSION TO FACE OF FINISH

PROPERTY LINE

CENTER LINE

COLUMN REFERENCE GRIDS

GENERAL NOTES

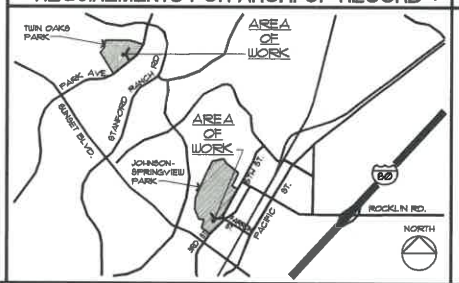
1. The General Contractor should visit the site to familiarize themselves with the scope of work and actual conditions prior to submitting their bid. No consideration for extra payment will be made for items that could be determined as necessary materials or labor from such a visit.
2. All design and materials shall be as specified and/or required by the adopted edition of the California Building Code and all local codes and authorities.
3. The General Contractor shall verify all dimensions and site conditions prior to commencing any work. The General Contractor shall notify the Architect of any discrepancy in these plans and specifications.
4. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents, and shall not unreasonably encumber the site with any materials or equipment.
5. Should an error appear in specifications or drawings, or in work done by others affecting this work, notify the Architect at once for instructions as to procedure. If Contractor proceeds with work affected without instructions from the Architect, the Contractor shall make good any resulting damage or defect.
6. Should conflict occur in or between drawings and specifications or where detail references on contract drawings have been omitted, contractor is deemed to have estimated the most expensive materials and construction involved unless he shall have asked for and obtained written decision from Architect as to which method or materials will be required.
7. Construction Liability: Construction contractor and his subcontractors agree that in accordance with generally accepted construction practices, construction contractor and his subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property. This requirement shall be made to apply continuously and not limited to normal working hours, and construction contractor and his subcontractors further agree to defend, indemnify and hold design professionals harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except liability arising from the sole negligence of the design professional.
8. Provide all necessary blocking, backing and framing for light fixtures, shims, and all other items requiring same.
9. The General Contractor shall maintain the job site in a clean, orderly condition free of debris and litter. Each subcontractor immediately upon completion of each phase of their work shall remove all trash and debris as a result of their operation.
10. Contractor shall not scale dimensions from drawings. Follow written dimensions only.
11. These drawings and specifications are the property of the Architect and shall not be used for any other work except by written agreement with the Architect.
12. All required exit doors shall be operable from the inside without the use of a special key, knowledge or effort.
13. Exits shall be illuminated at any time the building is occupied with a light having an intensity of not less than one foot candle at floor level.
14. Intent:
    If certain features are not fully shown or called for on the drawings, their construction shall be of same character as for similar conditions that are shown or called for.
15. All patching, repairing and replacing of materials and surfaces cut or damaged in execution of work shall be done with applicable materials so that surfaces replaced will match surrounding similar surfaces upon completion.
16. All materials, equipment and assemblies shall be new unless otherwise noted.

* REQUIREMENTS FOR ARCH. OF RECORD *

The Architect of Record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Deferred submittals consist of: Automatic Fire Sprinklers

VICINITY MAP



SCOPE: INSTALL ACCESSIBLE COUNTER DOOR PACKAGES AND COUNTERS W/ ASSOCIATED WORK TO ACCOMPLISH THIS @ JOHNSON-SPRINGVIEW AND TWIN OAKS PARKS

CONSTRUCTION: TYPE V-B, NO FIRE SPRINKLERS

BUILDING OCCUPANCY: B

TENANT OCCUPANCY: B

BUILDING CODES: 2022 CBC, CMC, CPC, CEC, CFC, CGBS, 2022 CA ENERGY CODE

CODE ANALYSIS

CLIENT: CITY OF ROCKLIN
DEPT. OF GENERAL SERVICES
4081 ALVIS COURT
ROCKLIN, CALIFORNIA 95828
MR. MATT MCCLURE
(916) 625-5577

ARCHITECT: CRAIG MIERS + GEORGE SCOTT ARCHITECTS, LLP
1524 SANTA CLARA DRIVE, SUITE 230
ROSEVILLE, CA. 95661
CRAIG MIERS, AIA
(916) 780-0100

STRUCTURAL ENGINEER: METRO ENGINEERING SERVICES, INC.
PO BOX 218149
SACRAMENTO, CALIFORNIA 95821
MR. JAMES R. EUERTSEN, P.E.
(916) 957-2413

PROJECT DIRECTORY

GENERAL

A0.1 GENERAL INFORMATION

ARCHITECTURAL

A1.1 EXISTING SITE PLAN - TWIN OAKS
A1.2 EXISTING SITE PLAN - JOHNSON-SPRINGVIEW
A2.1 PROPOSED AND DEMO FLOOR PLANS - TWIN OAKS
A2.2 PROPOSED AND DEMO FLOOR PLANS - JOHNSON-SPRINGVIEW
A3.0 EXISTING EXTERIOR ELEVATIONS - TWIN OAKS
A3.1 PROPOSED EXTERIOR ELEVATIONS - TWIN OAKS
A3.2 DEMO AND PROPOSED EXTERIOR ELEVATIONS - JOHNSON-SPRINGVIEW

STRUCTURAL

S2.1 BUILDING PLAN / DETAILS - TWIN OAKS

SHEET INDEX

A0.1	GENERAL INFORMATION
A1.1	EXISTING SITE PLAN - TWIN OAKS
A1.2	EXISTING SITE PLAN - JOHNSON-SPRINGVIEW
A2.1	PROPOSED AND DEMO FLOOR PLANS - TWIN OAKS
A2.2	PROPOSED AND DEMO FLOOR PLANS - JOHNSON-SPRINGVIEW
A3.0	EXISTING EXTERIOR ELEVATIONS - TWIN OAKS
A3.1	PROPOSED EXTERIOR ELEVATIONS - TWIN OAKS
A3.2	DEMO AND PROPOSED EXTERIOR ELEVATIONS - JOHNSON-SPRINGVIEW
S2.1	BUILDING PLAN / DETAILS - TWIN OAKS

CRAIG MIERS + GEORGE SCOTT ARCHITECTS
1524 Santa Clara Drive, Suite 230
Roseville, CA. 95661
916.780.0100
916.220.5227 mobile
916.780.0108 fax
craigmiers@sbcglobal.net

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE

CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

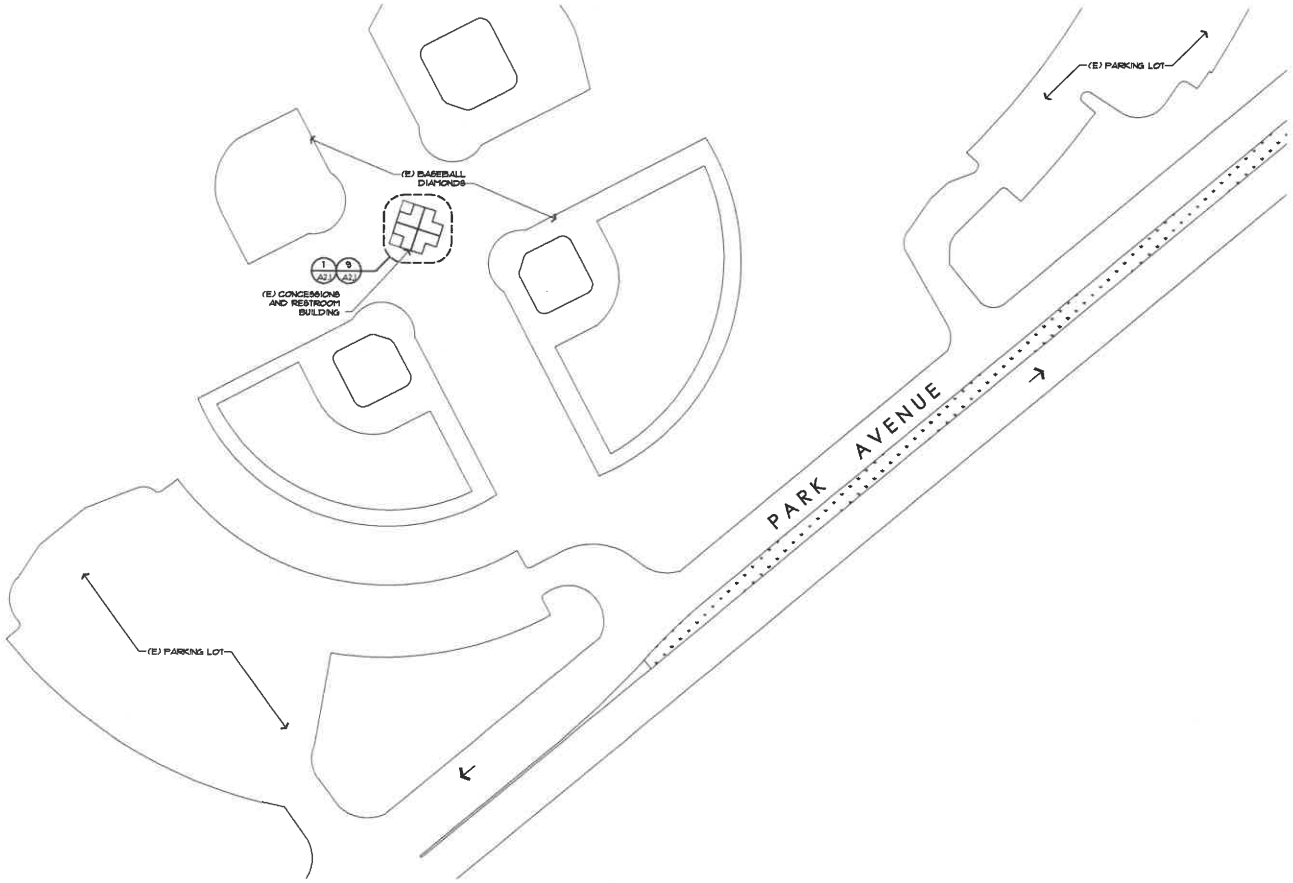
LICENSED ARCHITECT
CRAIG L. MIERS
No. 13485
31-08
RENEWAL
STATE OF CALIFORNIA

GENERAL INFORMATION

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	01-06-2025
SCALE:	AS NOTED
JOB NO.:	16.139

A0.1

NOT USED	–	16	NOT USED	–	12	NOT USED	–	8	NOT USED	–	4



EXISTING SITE PLAN TWIN OAKS PARK: BASEBALL DIAMONDS | 1/50" | 1

CRAIG MIERS + ROBERT SCOTT ARCHITECTS
1024 Iron Point Road, Suite 100
Folsom, CA 95630
916.351.1000
916.812.3287 mobile
916.782.2525 fax
craig@craigmiersarchitects.com

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT
CRAIG L. MIERS A.I.A.
No. 18439
STATE OF CALIFORNIA

EXISTING SITE PLAN - TWIN OAKS

DRAWN BY:	ANP
CHECKED BY:	CM
DATE:	07-08-2025
SCALE:	AS NOTED
JOB NO.:	16.138

A1.1
TWIN OAKS PARK

NOT USED	–	16	NOT USED	–	12	NOT USED	–	8	NOT USED	–	4



EXISTING SITE PLAN JOHNSON-SPRINGVIEW PARK: BASEBALL DIAMONDS | 1/50" | 1

CHRIS MIERS + DENNIS SCOTT ARCHITECTS

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT CHRIS L. MIERS C.A. No. 15455 STATE OF CALIFORNIA

EXISTING SITE PLAN - JOHNSON-SPRINGVIEW

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-08-2025
SCALE:	AS NOTED
JOB NO.:	16.138

A1.2
JOHNSON-SPRINGVIEW PARK

NOT USED	–	16

NOT USED	–	12

(E) CONC. MASONRY UNIT WALLS AND (E) PLASTER O/ 6" CONCRETE MASONRY UNITS, TYP.

550S125-33 (5 1/2" MTL. TRACK & STUDS @ 16" O.C.) W/ 1/2" CEMENTITIOUS WALLBOARD @ INTERIOR AND 3 COAT PLASTER SYSTEM O/ 1/4" OR 1/2" DENS GLAS GOLD @ EXTERIOR

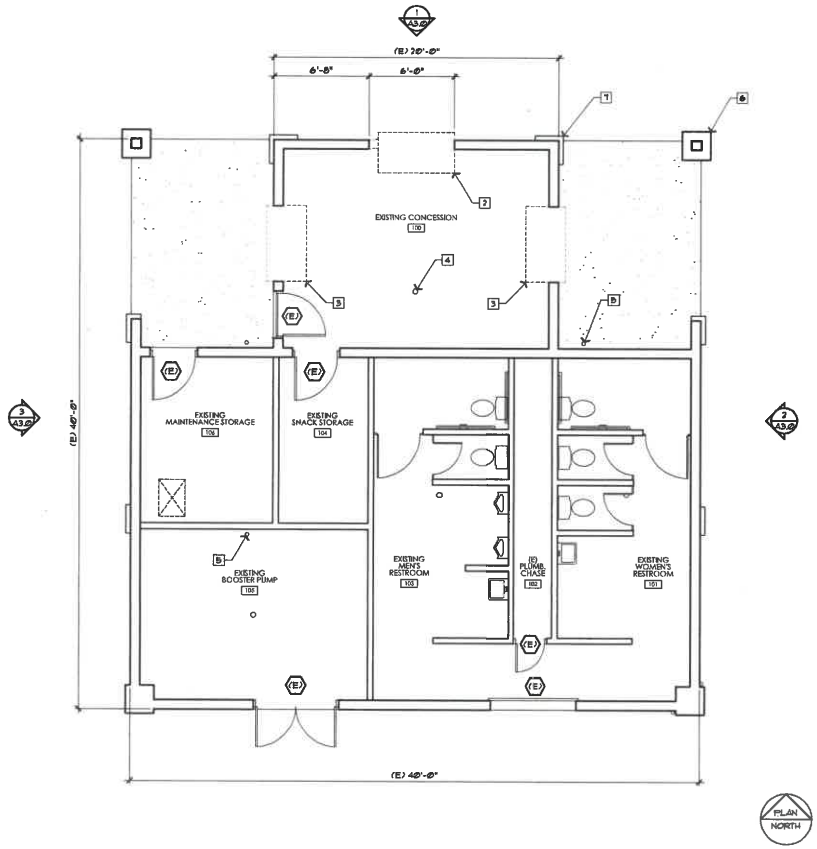
(E) EXISTING DOOR

LEGEND	–	8

1. PROPOSED ACCESSIBLE CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR
2. (E) CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR, TO BE REPLACED
3. (E) CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR, TO BE REMOVED
4. (E) FLOOR DRAIN, TYP. OF 4
5. (E) DOWNSPOUT, TYP. OF 5
6. (E) CMU COLUMN, TYP.
7. (E) PILASTER, TYP.

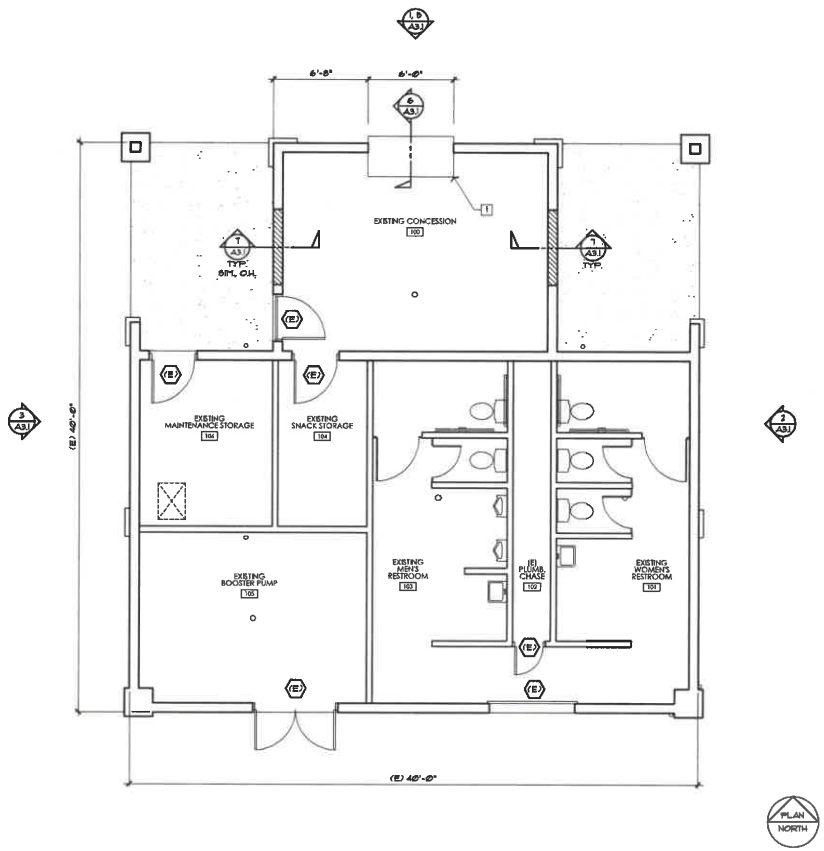
KEYNOTES	–	4

FOR KEYNOTES SEE 4/-
FOR LEGEND SEE 8/-



DEMO FLOOR PLAN: TWIN OAKS PARK	1/4"	9

FOR KEYNOTES SEE 4/-
FOR LEGEND SEE 8/-
FOR KEYNOTE LOCATIONS SEE 9/-



PROPOSED FLOOR PLAN: TWIN OAKS PARK	1/4"	1

CRAIG MIERS + GEORGE SCOTT ARCHITECTS
1068 Sierra Claire Drive, Suite 200
Roseville, CA. 95661
916.780.0500
916.812.2307 mobile
916.780.0506 fax
craigmiersarchitect@sbcglobal.net

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT CRAIG L. MIERS No. 15485 STATE OF CALIFORNIA

PROPOSED AND DEMO FLOOR PLANS - TWIN OAKS

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-06-2023
SCALE:	AS NOTED
JOB NO.:	16.738

A2.1
TWIN OAKS PARK

NOT USED	–	16	NOT USED	–	12	NOT USED	–	8	NOT USED	–	4

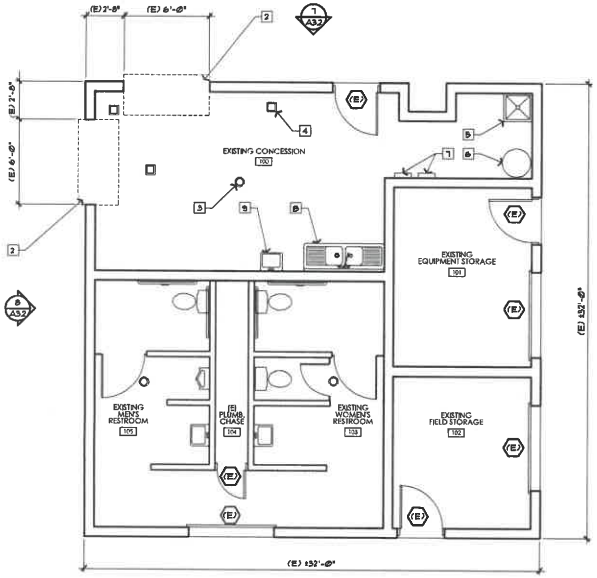
(E) CONC. MASONRY UNIT WALLS, TYP.

(E) EXISTING DOOR

1. PROPOSED ACCESSIBLE CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR
2. (E) CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR, TO BE REPLACED
3. (E) FLOOR DRAIN, TYP. OF 3
4. (E) FLOOR SINK, TYP. OF 3
5. (E) MOP SINK
6. (E) WATER HEATER
7. (E) ELEC. PANELS
8. (E) DOUBLE SINK W/ DRAIN BOARDS
9. (E) HAND SINK

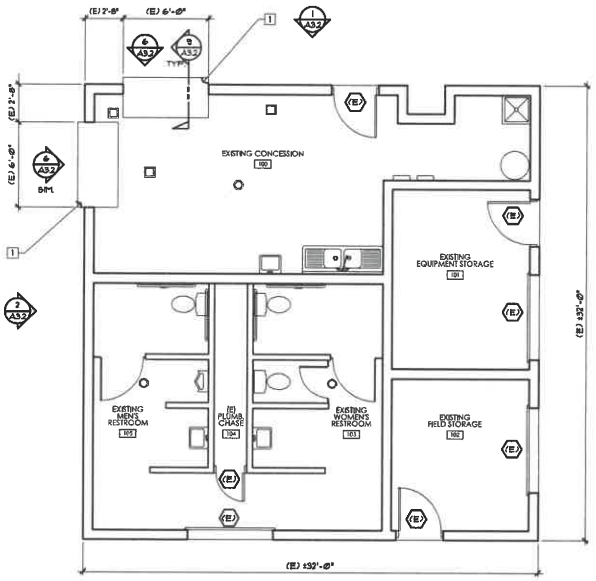
NOT USED	–	15	NOT USED	–	11	LEGEND	–	7	KEYNOTES	–	3

FOR KEYNOTES SEE 3/-
FOR LEGEND SEE 7/-



DEMO FLOOR PLAN: JOHNSON-SPRINGVIEW PARK | 1/4" | 9

FOR KEYNOTES SEE 3/-
FOR LEGEND SEE 7/-
FOR KEYNOTE LOCATIONS SEE 9/-



PROPOSED FLOOR PLAN: JOHNSON-SPRINGVIEW PARK | 1/4" | 1

CRAIG MIERS + GEORGE SCOTT
ARCHITECTS
1024 Iron Point Rd, Suite 100
Folsom, CA 95630
916.985.9288
916.990.3207 mobile
916.760.1053 fax
craig@craigmiersarchitects.com

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT
CRAIG L. MIERS No. 19485
STATE OF CALIFORNIA

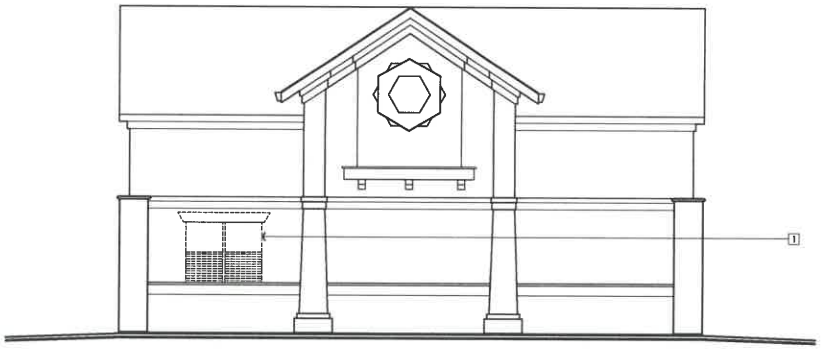
PROPOSED AND DEMO FLOOR PLANS - JOHNSON-SPRINGVIEW

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-08-2020
SCALE:	AS NOTED
JOB NO:	16.738

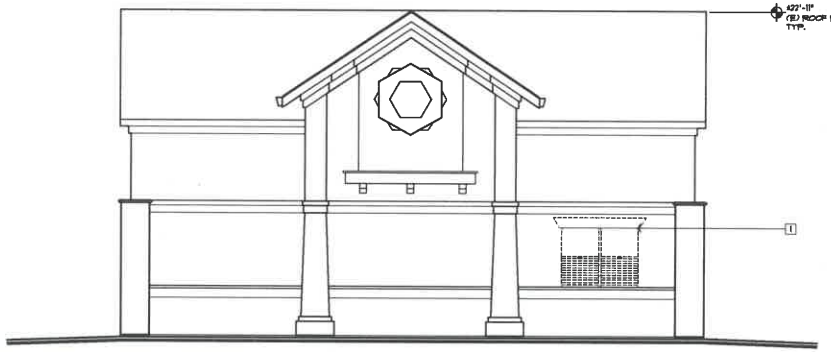
A2.2
JOHNSON-SPRINGVIEW PARK

NOT USED	–	9	NOT USED	–	6	(E) EAST ELEVATION: TWIN OAKS PARK	1/4" 3
NOT USED	–	8	NOT USED	–	5	(E) WEST ELEVATION: TWIN OAKS PARK	1/4" 2
NOT USED	–	7	KEYNOTES	–	4	(E) NORTH ELEVATION: TWIN OAKS PARK	1/4" 1

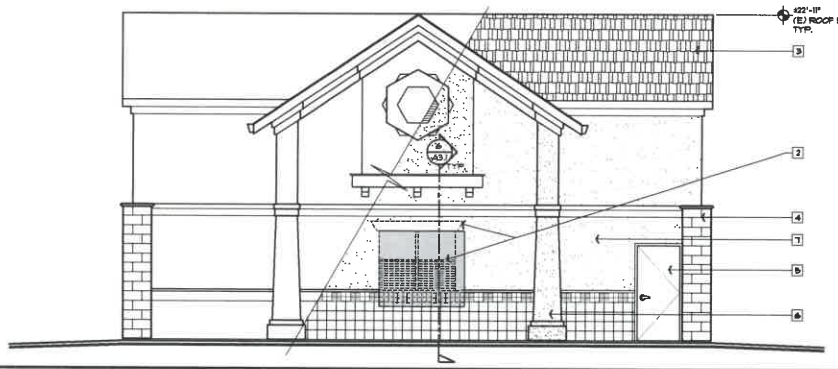
FOR SIMILAR KEYNOTES SEE 1/-



FOR SIMILAR KEYNOTES SEE 1/-



FOR KEYNOTES SEE 4/-



1. REMOVE (E) CONCESSIONS COUNTER, ROLLUP DOOR & RELATED HARDWARE & DECORATIVE TRIM
2. (E) CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR, & DECORATIVE TRIM, TO BE REPLACED
3. (E) COMPOSITION SHINGLE ROOF
4. (E) CMU COLUMN, TYP.
5. (E) H.M. DOOR
6. (E) PILASTER PILASTER, TYP.
7. (E) PILASTER FINISH O/ CMU WALL, TYP.

CRAIG MIERS + GEORGE SCOTT ARCHITECTS
1560 Sonoma Ave., Suite 220
Rohnert Park, CA. 94928
707.792.0300
707.583.8267 mobile
707.792.0305 fax
craig@miersscottarchitects.com

REVISIONS	BY

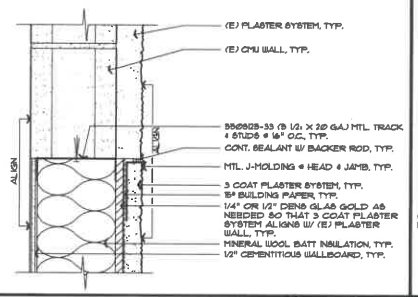
ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT
CRAIG L. MIERS
No. 15435
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

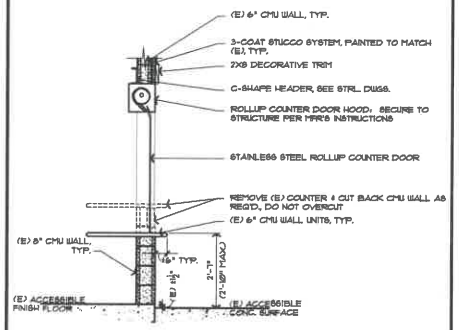
EXISTING EXTERIOR ELEVATIONS - TWIN OAKS

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-08-2025
SCALE:	AS NOTED
JOB NO.:	16.138

A3.0
TWIN OAKS PARK

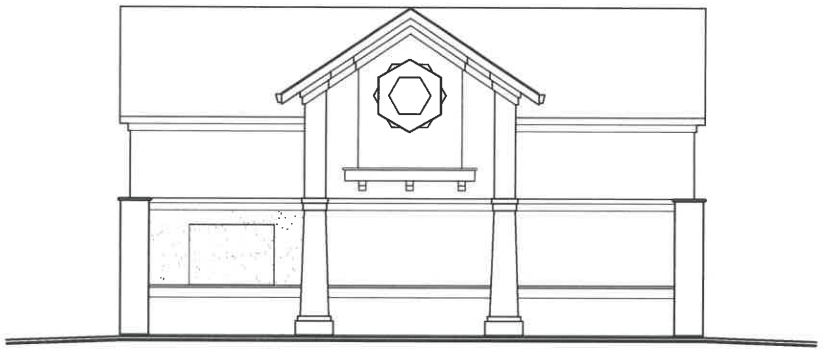


PLASTER INFILL @ HEAD (JAMB SIM.) | 3" | 9

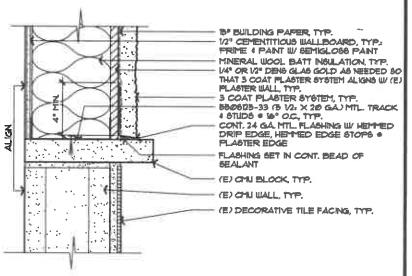


ACCESSIBLE COUNTER SECTION | 1/2" | 6

FOR SIMILAR KEYNOTES SEE 1/-

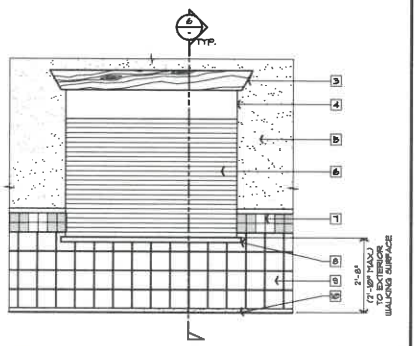


PROPOSED EAST ELEVATION: TWIN OAKS PARK | 1/4" | 3



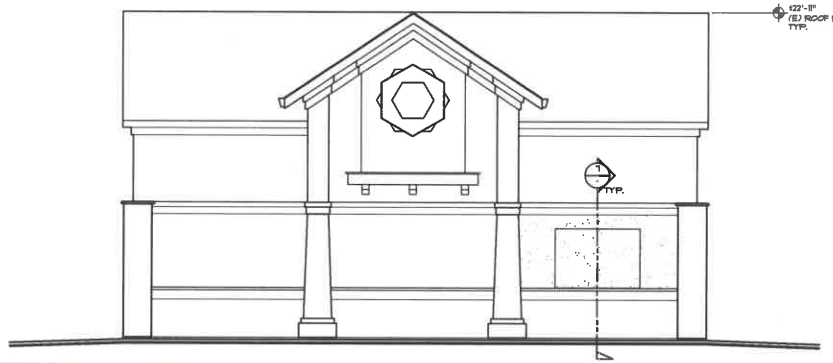
PLASTER INFILL @ SILL | 3" | 8

FOR SIMILAR KEYNOTES SEE 1/-

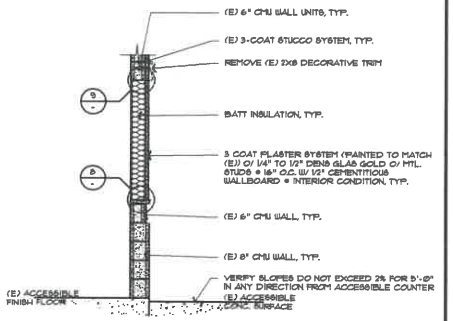


ACCESSIBLE COUNTER ELEVATION | 1/2" | 5

FOR SIMILAR KEYNOTES SEE 1/-



PROPOSED WEST ELEVATION: TWIN OAKS PARK | 1/4" | 2

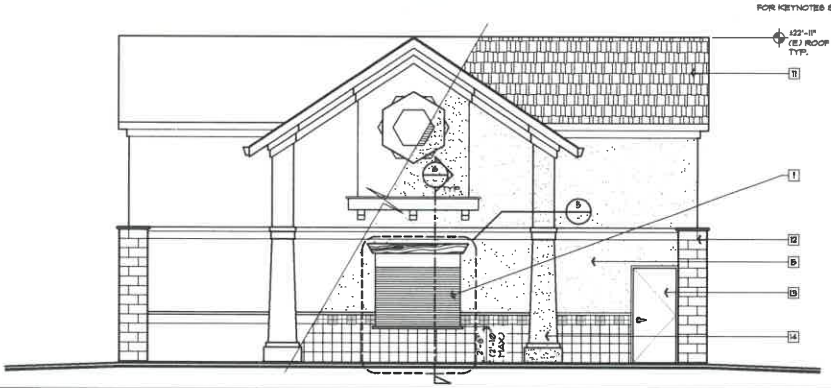


COUNTER INFILL SECTION | 1/2" | 7

1. PROPOSED ACCESSIBLE CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR
2. EXTERIOR STUCCO FINISH TO MATCH (E), TYP. @ WALL INFILL
3. 2X DECORATIVE TRIM TO MATCH EXISTING
4. ROLLUP COUNTER DOOR HOOD
5. (E) STUCCO FINISH O/ (E) CMU WALL, TYP.
6. ROLLUP COUNTER DOOR
7. (E) DECORATIVE TILE, TYP.
8. ACCESSIBLE STAINLESS STEEL COUNTER
9. (E) SPLIT-FACE CMU BLOCKS, TYP.
10. (E) ACCESSIBLE CONC. WALK, TYP.
11. (E) COMPOSITION SHINGLE ROOF
12. (E) CMU COLUMN, TYP.
13. (E) H.M. DOOR
14. (E) PLASTER PILASTER, TYP.

KEYNOTES | – | 4

FOR KEYNOTES SEE 4/-



PROPOSED NORTH ELEVATION: TWIN OAKS PARK | 1/4" | 1

craig MIERS + george SCOTT ARCHITECTS
1524 Sixth Street Suite, Suite 200
Sacramento, CA 95811
916.760.0300
916.595.5287 mobile
916.760.0305 fax
craig@craigmiersarchitects.com

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE
CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

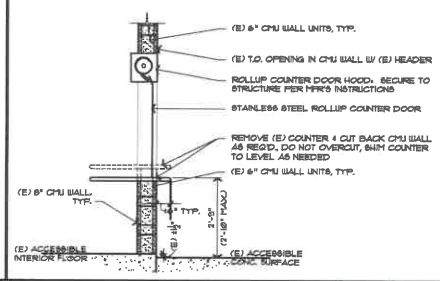
LICENSED ARCHITECT CRAIG L. MIERS, A.I.A. No. 19485 DATE RENEWAL 08/31 STATE OF CALIFORNIA

PROPOSED EXTERIOR ELEVATIONS - TWIN OAKS

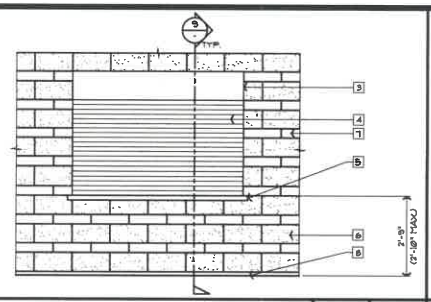
DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-08-2025
SCALE:	AS NOTED
JOB NO.:	16.738

A3.1
TWIN OAKS PARK

NOT USED | – | 12



ACCESSIBLE COUNTER SECTION | 1/2" | 9

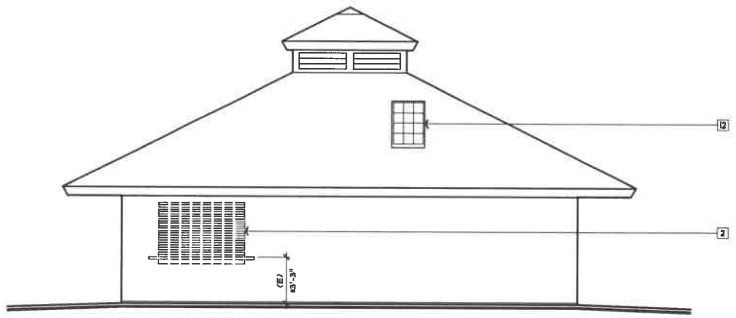


ELEVATION DETAIL | 1/2" | 6

1. PROPOSED ACCESSIBLE CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR
2. (E) CONCESSIONS COUNTER W/ INTEGRAL ROLLUP DOOR, TO BE REPLACED
3. ROLLUP COUNTER DOOR HOOD
4. ROLLUP COUNTER DOOR
5. ACCESSIBLE STAINLESS STEEL COUNTER
6. (E) 8" SPLIT-FACE CMU BLOCKS, TYP.
7. (E) 4" SMOOTH-FACE CMU BLOCKS, TYP.
8. (E) ACCESSIBLE CONC. WALK, TYP.
9. (E) COMPOSITION SHINGLE ROOF
10. (E) VENT, TYP.
11. (E) HM. DOOR
12. (E) SKYLIGHT

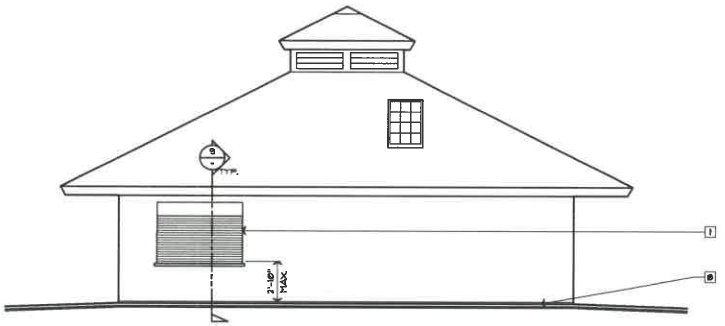
KEYNOTES | – | 3

FOR SIMILAR KEYNOTES SEE 1/-



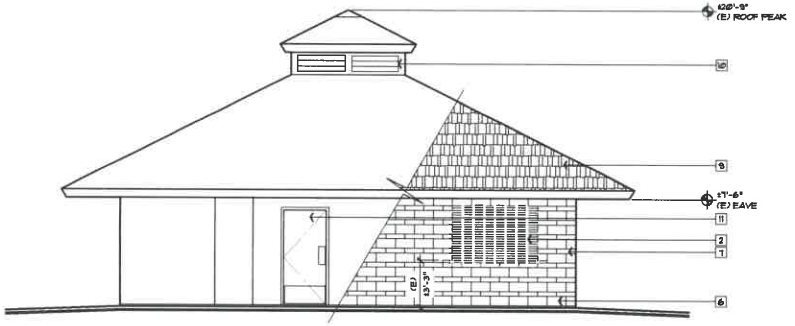
(E) WEST ELEVATION: JOHNSON-SPRINGVIEW PARK | 1/4" | 8

FOR SIMILAR KEYNOTES SEE 1/-



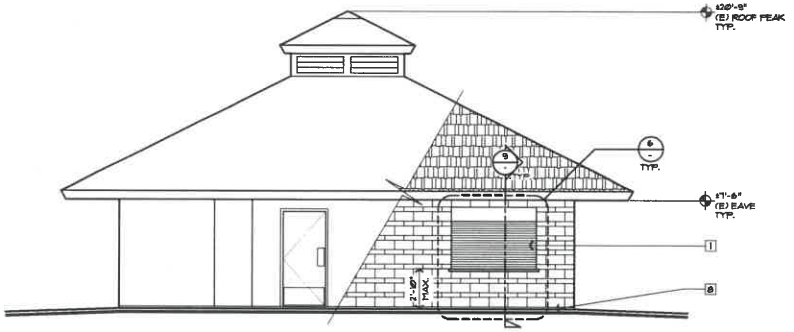
PROPOSED WEST ELEVATION: JOHNSON-SPRINGVIEW PARK | 1/4" | 2

FOR KEYNOTES SEE 3/-



(E) NORTH ELEVATION: JOHNSON-SPRINGVIEW PARK | 1/4" | 7

FOR KEYNOTES SEE 3/-



PROPOSED NORTH ELEVATION: JOHNSON-SPRINGVIEW PARK | 1/4" | 1

CRAIG MIERS + GEORGE SCOTT ARCHITECTS
1824 Santa Clara Drive, Suite 220
Roseville, CA. 95661
916.783.0303
916.501.2267 mobile
916.783.0705 fax
craig@craigmiersarchitects.com

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE

CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

LICENSED ARCHITECT CRAIG L. MIERS No. 13485 CALIFORNIA

DEMO AND PROPOSED EXTERIOR ELEVATIONS - JOHNSON-SPRINGVIEW

DRAWN BY:	ANF
CHECKED BY:	CM
DATE:	07-06-2023
SCALE:	AS NOTED
JOB NO.:	16.138

A3.2
JOHNSON-SPRINGVIEW PARK

STRUCTURAL STEEL WELDING

A) ALL WELDING SHALL COMPLY TO THE AMERICAN WELDING SOCIETY STANDARD (AWS D1.1). ALL WELDED JOINTS SHALL BE DETAILED AS INDICATED BY THE PREQUALIFIED JOINT DETAILS IN THE STRUCTURAL WELDING CODE.

B) WELD LENGTHS CALLED FOR ON PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED. WELD SIZE SHALL BE AISC MINIMUM UNLESS A LARGER SIZE IS NOTED. ALL WELDS SHALL USE MINIMUM E70XX ELECTRODES.

STRUCTURAL STEEL

A) STRUCTURAL WIDE FLANGE SHAPES SHALL BE STEEL MEETING ASTM A-992 SPECIFICATIONS
B) OTHER SHAPES, BARS, ANGLES, PLATES AND SHEETS SHALL BE OF STEEL MEETING ASTM A-36 SPECIFICATIONS.
C) SQUARE AND RECTANGULAR TUBS TO BE 46 KSI.

BUILDING CODE

2022 EDITION OF THE CALIFORNIA BUILDING CODE.

LOADS

ROOF LIVE LOAD = 20 PSF (REDUCIBLE)
ROOF DEAD LOAD = 12 PSF

FOUNDATION

NONE REQUIRED

SEISMIC DESIGN

MAPPED SPECTRAL RESPONSE ACCELERATIONS (g)		SITE CLASS	SITE COEFFICIENTS		MAXIMUM CONSIDERED EARTHQUAKE SPECTRAL RESPONSE ACCELERATIONS (g)		DESIGN SPECTRAL RESPONSE ACCELERATIONS (g)	
S_s	0.435	D--DEFAULT	F_a	1.452	S_{MS}	0.632	S_{DS}	0.421
S_1	0.219		F_v	N/A	S_{M1}	N/A	S_{D1}	0.000

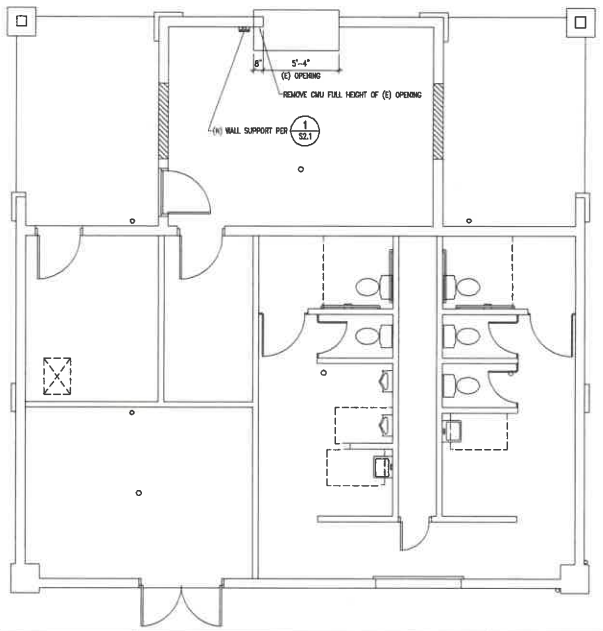
CONTROLLING SEISMIC-FORCE RESISTING SYSTEM IS LIGHT INTERMEDIATE REINFORCED MASONRY SHEAR WALLS
R = 3.5
I = 1.0
SITE CLASS = D
SEISMIC DESIGN CATEGORY D
C_S = 0.0195
EQUIVALENT LATERAL FORCE METHOD

WIND DESIGN CRITERIA:
V= 94 MPH
I= 1.0
EXP C

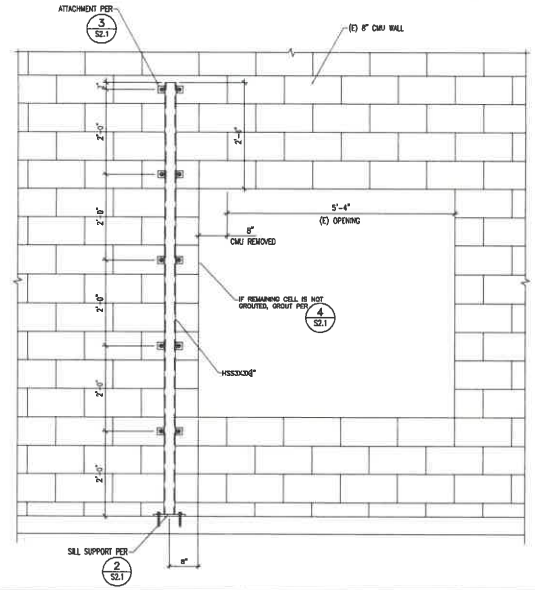
STATEMENT OF SPECIAL INSPECTIONS (CBC1705)

MATERIAL	SYSTEM	INSPECTION ITEM	CONTIN	PERIODIC	DWNG
ANCHOR BOLTS	COLUMN BASE PLATE & CMU	POST INSTALLED ANCHOR BOLTS		X	S2.1
WELDING	COLUMN	WELDING[1, 2]		X	S2.1

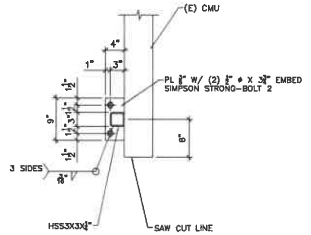
NOTES:
1. SHOP WELDS TO BE COMPLETED BY AN APPROVED FABRICATOR. APPROVED FABRICATORS ARE THOSE SHOPS LISTED BY ICC, AISC, CCLA OR OTHER NATIONALLY-RECOGNIZED AGENCIES. APPROVED FABRICATOR CERTIFICATES MUST BE PROVIDED WITH COMPLETED SPECIAL INSPECTION REPORT PROVIDED TO TCH CITY INSPECTOR.
2. EXCEPTION OF SHOP WELDING DONE IN AN APPROVED FABRICATOR'S SHOP



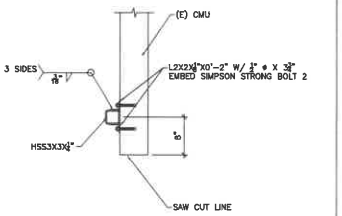
BUILDING PLAN A S2.1
1/8"=1'-0"



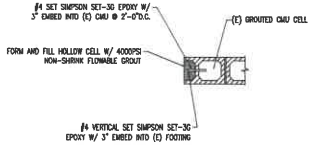
DETAIL (INTERIOR ELEVATION) 1
3/4"=1'-0"
File No.
File No.
S2.1



DETAIL 2
1"=1'-0"
File No.
S2.1



DETAIL 3
1"=1'-0"
File No.
S2.1



DETAIL 4
3/4"=1'-0"
File No.
S2.1

MEYERS + SCOTT ARCHITECTS
1824 Garden Highway, Suite 220
Sacramento, CA. 95833
916.780.9300
916.802.2307 mobile
916.780.9308 fax
christymeyers@meyersscottarchitects.com

REVISIONS	BY

ACCESSIBLE COUNTER - ROLLUP DOOR PACKAGE

CITY OF ROCKLIN PARKS
ROCKLIN, CALIFORNIA

METRO STRUCTURAL SERVICES, INC.
PO BOX 1777
SACRAMENTO, CA. 95827
(916) 929-2121

BUILDING PLAN DETIALS

DRAWN BY:	JRE
CHECKED BY:	
DATE:	07-25-2025
SCALE:	AS NOTED
JOB NO.:	

S2.1

CITY OF ROCKLIN

GENERAL CONDITIONS

Table of Contents

ARTICLE SUBJECT	Pages
ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION	1
SECTION 1.01. GENERAL.	1
SECTION 1.02. ABBREVIATIONS.	1
SECTION 1.03. DEFINITIONS.	3
ARTICLE 2. BID REQUIREMENTS AND CONDITIONS	13
SECTION 2.01. BID FORM.	13
SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.	14
SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.	15
SECTION 2.04. SUBSURFACE CONDITIONS.	15
SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.	16
SECTION 2.06. NOT USED.	16
SECTION 2.07. NOT USED.	16
SECTION 2.08. SUBCONTRACTORS.	16
SECTION 2.09. ADDENDA.	17
SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.	18
SECTION 2.11. NOT USED.	18
SECTION 2.12. BID GUARANTY.	18
SECTION 2.13. WITHDRAWAL OF BID.	18
SECTION 2.14. PUBLIC OPENING OF BIDS.	18
SECTION 2.15. REJECTION OF BIDS.	19
SECTION 2.16. NOT USED.	19
SECTION 2.17. RELIEF OF BIDDERS.	19
SECTION 2.18 BID PROTESTS.	19
ARTICLE 3. SCOPE OF WORK	21
SECTION 3.01. THE CONTRACT	21
SECTION 3.02. INTENT OF CONTRACT DOCUMENTS.	21
SECTION 3.03. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.	21
SECTION 3.04. CONFORMANCE WITH CODES AND STANDARDS.	23

SECTION 3.05. DIAGRAMMATIC DRAWINGS. 23
SECTION 3.06. INSTRUCTION BULLETINS AND DRAWINGS. 24
SECTION 3.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES. 24
SECTION 3.08. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION. 24
SECTION 3.09. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK. 25
SECTION 3.10. DELETED ITEMS. 25
SECTION 3.11. EXTRA WORK. 25
SECTION 3.12. USE OF COMPLETED PORTIONS. 25
SECTION 3.13. LANDS AND RIGHTS-OF-WAY. 26
SECTION 3.14. WARRANTY. 26
ARTICLE 4. INSURANCE AND INDEMNIFICATON 27
SECTION 4.01. INSURANCE. 27
SECTION 4.02. INDEMNIFICATION. 34
ARTICLE 5. CONTROL OF WORK AND MATERIALS 36
SECTION 5.01. AUTHORITY OF THE CITY. 36
SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR. 36
SECTION 5.03. SUGGESTIONS TO CONTRACTOR. 36
SECTION 5.04. SEPARATE CONTRACTS. 36
SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS. 37
SECTION 5.06. SUPERVISION PROCEDURES. 37
SECTION 5.07. SKILLED LABOR. 37
SECTION 5.08. CONTRACTOR’S DISMISSAL OF UNSATISFACTORY EMPLOYEES. 37
SECTION 5.09. CONTRACTOR'S EQUIPMENT. 38
SECTION 5.10. CONTRACTOR'S SUBMITTALS. 38
SECTION 5.11. DAILY REPORTS. 41
SECTION 5.12. RESPONSIBILITY FOR ACCURACY. 41
SECTION 5.13. DUTIES AND POWERS OF INSPECTORS. 41
SECTION 5.14. INSPECTION. 42
SECTION 5.15. QUALITY OF MATERIALS AND WORKMANSHIP. 43
SECTION 5.16. SUBSTITUTIONS. 43
SECTION 5.17. NOT USED. 44
SECTION 5.18. APPROVAL OF MATERIALS OR EQUIPMENT. 44
SECTION 5.19. PROVISIONS FOR EMERGENCIES. 44
SECTION 5.20. RIGHT TO RETAIN IMPERFECT WORK. 45

SECTION 5.21. NOT USED. 45
SECTION 5.22. NOT USED. 45
SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK. 45
SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK. 45
SECTION 5.25. TERMINATION. 45
SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS. 50
ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES 51
SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS. 51
SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY 51
SECTION 6.03. USE OF PESTICIDES. 56
SECTION 6.04. NOT USED. 56
SECTION 6.05. NOT USED. 56
SECTION 6.06. NOT USED. 56
SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS. 56
SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE. 57
SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY. 57
SECTION 6.10. ASSIGNMENT OF CONTRACT. 57
SECTION 6.11. ASSIGNMENT OF MONIES. 57
SECTION 6.12. CONTRACTORS LICENSE. 58
SECTION 6.13. RESPONSIBILITY OF CONTRACTOR. 58
SECTION 6.14. PERMITS AND LICENSES. 58
SECTION 6.15. RIGHTS AND REMEDIES. 59
SECTION 6.17. GENERAL SAFETY REQUIREMENTS. 59
SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY. 63
SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL. 65
SECTION 6.20. CONFINED SPACES. 68
SECTION 6.21 TRAFFIC CONTROL PLANS (TCP). 70
SECTION 6.22. BARRICADING OPEN TRENCHES. 70
SECTION 6.23. EXISTING UTILITIES. 71
SECTION 6.24. EXCAVATION AND TRENCH SAFETY 74
SECTION 6.25. OVERLOADING. 75
SECTION 6.26. PRESERVATION OF PROPERTY. 75
SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY. 76
SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT. 76

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS. 76
SECTION 6.30. CONFLICT OF INTEREST. 76
SECTION 6.31. NO AGREEMENTS. 76
ARTICLE 7. PROSECUTION OF THE WORK....77
SECTION 7.01. time of completion....77
SECTION 7.02. NOT USED. 77
SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS. 77
SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS. 77
SECTION 7.05. SCHEDULES. 77
SECTION 7.06. UNUSUAL SITE CONDITIONS. 80
SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER. 81
SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS. 81
SECTION 7.09. NOT USED. 82
SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY. 82
SECTION 7.11. NOT USED. 82
SECTION 7.12. DELAYS. 82
SECTION 7.13. NOTICE OF DELAYS; TIME IMPACT ANALYSIS. 83
SECTION 7.14. NOT USED. 83
SECTION 7.15. NOT USED. 83
SECTION 7.16. EXTENSION OF TIME NOT A WAIVER. 83
SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME. 84
SECTION 7.18. NOT USED. 84
SECTION 7.19. SUBSTANTIAL COMPLETION. 84
SECTION 7.20. CLEANING UP. 84
SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE. 85
SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION. 85
SECTION 7.23. WARRANTY WORK. 85
ARTICLE 8. MEASUREMENT AND PAYMENT 87
SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES. 87
SECTION 8.02. SCOPE OF PAYMENT. 88
SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT. 89
SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK. 89
SECTION 8.05. PROGRESS PAYMENT PROCEDURES. 89

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS....90
SECTION 8.07. RETENTION....90
SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST....91
SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK....92
SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY....92
SECTION 8.11. FINAL ESTIMATE AND PAYMENT....93
SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF city....94
SECTION 8.13. DISPUTED PAYMENTS....95
ARTICLE 9. CHANGES AND CLAIMS....96
SECTION 9.01. AUTHORITY FOR CHANGES....96
SECTION 9.02. ORDERING OF CHANGES....96
SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)....96
SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT....99
SECTION 9.05. COST AND PRICING DATA....99
SECTION 9.06. ACCESS TO RECORDS....100
SECTION 9.07. PAYMENT FOR CHANGES....100
SECTION 9.08. MARKUPS FOR CHANGED WORK....102
SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS....103
SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK....104
SECTION 9.11. TIME EXTENSIONS FOR CHANGES....104
SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK....104
SECTION 9.13. CONTRACT CHANGE ORDER....105
SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES....105
SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS....105
SECTION 9.16. NOTICE OF POTENTIAL CLAIM....105
SECTION 9.17. SUBMISSION OF CLAIMS....106
SECTION 9.18. ENGINEER'S DECISION....111
SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION....111
SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE....111
SECTION 9.22. ASSIGNMENT OF CLAIMS....111
ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE....112
SECTION 10.1. DUST CONTROL....112
SECTION 10.2. AIR POLLUTION CONTROL....112
SECTION 10.03. BURNING....112

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL. 112
SECTION 10.05. CONTROL OF WATER IN THE WORK. 116
SECTION 10.06. NOISE CONTROL. 116
SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS. 117
SECTION 10.08. USE OF EXPLOSIVES. 117
SECTION 10.09. SANITARY REGULATIONS. 117
SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES. 117
SECTION 10.11. PROTECTION OF EXISTING TREES. 118
ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS 119
SECTION 11.01. GENERAL. 119
SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS. 119
SECTION 11.03. RECORD DRAWINGS. 119
SECTION 11.04. MEASUREMENT AND PAYMENT. 120

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mode as starting with "Contractor shall" and "you as "Contractor" and "your" as "Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

SECTION 1.02. ABBREVIATIONS.

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code
CCR	California Code of Regulations

CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association

NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer's Association
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.

"Acceptance or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

Acts of God.
"Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

Addendum/Addenda.
"Addendum" or "Addenda" are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

Agreement.
The "Agreement" is the written agreement signed by the City and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance.
An "Allowance" is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager.
The "Architect, Consulting Engineer and/or Construction Manager, if used, is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc.
Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid.
"Bid" shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to "Bid" shall be deemed to mean "Proposal".

Bid Documents.
"Bid Documents" shall mean the sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form.
The "Bid Form", sometimes referred to as the "Bid Schedule" is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a "Proposal Form."

Bid Guaranty.
"Bid Guaranty" is the cashier's check, certified check or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item.
"Bid Item" or "Bid Items" shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening.
"Bid Opening" shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Bidder.
"Bidder" shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to "Bidder" shall be deemed to mean "Proposer."

By Others.
"By Others" shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

Calendar Day.
"Calendar Day" shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order.
"Change Order" ("CO") shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

City.
"City" or "Owner" shall mean the City of Rocklin, acting through its authorized representatives.

City Council.
"City Council" means the City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications.
"City of Rocklin Construction Standard Specifications" mean the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards.

"City of Rocklin Improvement Standards" mean the City's standard requirement for improvement projects, located on the City's website.

Closeout Documents.
"Closeout Documents" are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

Completion.
"Completion" is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
"Construction Change Directive" ("CCD") or "Directive" or "Field Directive" shall mean a written order to Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract.
The "Contract" is the entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

Contract Documents.
The "Contract Documents" shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor), and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The "Contract Commencement Date" shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date.
The "Contract Completion Date" shall mean the date by which the Contract requires Completion.

Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Contract Schedule.
The "Contract Schedule" is the schedule produced by Contractor in response to the requirements of the Contract Documents.

Contract Sum.
"Contract Sum" is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two

Contractor.
"Contractor" shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Engineer of the City of Rocklin.
"Engineer" means the City's Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Estimated Quantities.
"Estimated Quantities" are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Conditions.
"General Conditions" are specific clauses that are part of the Contract and are located in

Section 0700. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements.
"General Conditions" are the part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Conditions and Special Provisions.

Hazardous Waste.
"Hazardous Waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector.
The "Inspector" or "Project Inspector" shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Instruction Bulletin or Bulletin.
"Instruction Bulletins" or "Bulletins" are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Engineer, Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Invitation for Bids.
The "Invitation for Bids" is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed City project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

Legal Holidays.
Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

Notice to Contractors.
"Notice to Contractors" shall have the same meaning as "Invitation for Bids."

Notice to Proceed.
"Notice to Proceed" is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner's Representative
"Owner's Representative" shall mean the City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during

construction of the Project.

Progress Schedule.
"Progress Schedule" is the schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Project.
"Project" shall mean the Work.

Project Manager
"Project Manager" is the City's representative assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO).
A "Proposed Change Order" ("PCO") is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

Record Drawings.
"Record Drawings" are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

Reference to Codes.
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI).
"Request for Information" ("RFI") is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal.
A "Request for Proposal" or "RFP" during the course of construction is the name given to a document issued by the Owner's Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals.
"Schedule of Submittals" is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of

related construction activities.

Schedule of Values.
"Schedule of Values" is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor's application for progress payments.

Special Provisions.
"Special Provisions" are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

Specifications.
"Specifications" include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

Standard Drawings.
"Standard Drawings" meand the City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State.
"State" means the State of California.

State Specifications.
Unless otherwise stated in the Special Provisions, "State Specifications" means the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans.
Unless otherwise stated in the Special Provisions, "State Plans" means the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. "Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Substantial Completion.
"Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract

Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Substitution.
"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Supplemental Drawing.
"Supplemental Drawings" define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications.
"Technical Specifications" are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price.
The "Total Bid Price" is the aggregate sum of the Bid, including all additive items.

Work.
The "Work" shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day.
"Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing.

"Working Drawings" detail a particular item of Work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

SECTION 2.01. BID FORM.

The City will furnish to each prospective Bidder a informal Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

SECTION 2.01A. Unit Price Bid.

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of Work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, of these General Conditions.

SECTION 2.01B. Lump Sum Bid.

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete project, structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

SECTION 2.01C. Allowances.

Where specific allowance items have been entered on the Bid Form by the City, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a 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 a 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 to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope and/or as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of Work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.02, "Intent of Contract Documents" of these General Conditions.

SECTION 2.04. SUBSURFACE CONDITIONS.

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subconcontractors shall maintain their registrations throughout the term of the Project.

SECTION 2.06. NOT USED.

SECTION 2.07. NOT USED.

SECTION 2.08. SUBCONTRACTORS.

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Price or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's

Total Bid Price or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work (type of work) that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

SECTION 2.09. ADDENDA.

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of

each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. NOT USED.

SECTION 2.12. BID GUARANTY.

The Bid shall be accompanied by a Bid Guaranty in the form of a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guaranty shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guaranty as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guaranty shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guaranty from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guaranty incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

SECTION 2.14. PUBLIC OPENING OF BIDS.

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

SECTION 2.15. REJECTION OF BIDS.

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

SECTION 2.16. NOT USED.

SECTION 2.17. RELIEF OF BIDDERS.

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

SECTION 2.18 BID PROTESTS.

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," Attachment E to the Bid Documents, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

ARTICLE 3. SCOPE OF WORK

SECTION 3.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

SECTION 3.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at Contractor's risk.

SECTION 3.03. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;
8. City of Rocklin Construction Standard Specifications;
9. City of Rocklin Improvement Standards;
10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

SECTION 3.04. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation ("Caltrans") standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

SECTION 3.05. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be

without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

SECTION 3.06. INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect, Consulting Engineer or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 3.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

SECTION 3.08. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor's risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, "Dispute Regarding Contract Requirements", of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

SECTION 3.09. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

SECTION 3.10. DELETED ITEMS.

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, “Changes and Claims”, of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

SECTION 3.11. EXTRA WORK.

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 3.12. USE OF COMPLETED PORTIONS.

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7.21, “Final Inspection and Field Acceptance”, of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor

will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, “Warranty Work”, of these General Conditions.

SECTION 3.13. LANDS AND RIGHTS-OF-WAY.

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to Contractor prior to Contractor’s use of, or commencement of Work, in the lands in question.

Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to Contractor taking possession of said property.

SECTION 3.14. WARRANTY.

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City’s acceptance of Work (see Section 7.22, “Final Acceptance and Notice of Completion”, of these General Conditions) and subject to the terms of Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor’s work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, “Warranty Work”, of these General Conditions.

ARTICLE 4. INSURANCE AND INDEMNIFICATON

SECTION 4.01. INSURANCE.

Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at Contractor's sole expense, the following insurance:

SECTION 4.01A. General Liability.

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

SECTION 4.01B. Automobile Liability.

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage	
Combined Single Limit	One Million Dollars ($1,000,000)

SECTION 4.01C. Workers' Compensation.

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

SECTION 4.01D. Excess or Umbrella Liability.

If the Special Provisions require limits of insurance greater than those specified in the General Conditions, Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

SECTION 4.01E. Contractor's Equipment.

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by Contractor.

SECTION 4.01F. Railroad Protective Liability.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

SECTION 4.01G. Builder's Risk Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

   a. Earthquake and Land Movement and Flood.

   b. Loss that ensues from design error, defective materials, or faulty workmanship.

   c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

   The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

   When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

SECTION 4.01H. Environmental Liability Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

SECTION 4.01(I). Other Provisions.

1. Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or

volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

6. All of Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance

with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

9. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

10. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract.

11. If Contractor fails to procure or maintain insurance as required by this Section 4.01 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

13. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to Contractor.

14. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with

respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

SECTION4.01J. Deductibles and Self-Insurance Retention.

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

SECTION4.01K. Notification of Accident or Occurrence.

Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

SECTION 4.01L. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor’s performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

SECTION 4.02. INDEMNIFICATION.

SECTION 4.02A. Contractor's Performance.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's agents, independent contractors,

Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

SECTION 4.02B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF THE CITY.

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

The City reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor's work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.

Other contractors and other forces, including the City and/or adjacent property owners, may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If Contractor's work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against the City other than for an extension of time (see Section 7.18, "Extension of Time", of these General Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

SECTION 5.09. CONTRACTOR'S EQUIPMENT.

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

If submittals are required on the Project, the following provisions apply.

SECTION 5.10A. Submittals – General.

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the City's sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

SECTION 5.10B. Resubmittals.

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

SECTION 5.10C. Submittals Containing Proprietary Information.

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by Contractor.

SECTION 5.10D. Electrical, Instrumentation, Control, and Communication Systems.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

SECTION 5.10E. Operation and Maintenance (O&M) Submittals.

For use in subsequent maintenance and operations, Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings

- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

SECTION 5.12. RESPONSIBILITY FOR ACCURACY.

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

SECTION 5.13. DUTIES AND POWERS OF INSPECTORS.

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager, Engineer, Architect or Consulting Engineer shall be final, subject to the disputes procedures in Article 9,

"Changes and Claims", of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer's instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested in writing at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

SECTION 5.14. INSPECTION.

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the

City wishes to inspect. Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

SECTION 5.15. QUALITY OF MATERIALS AND WORKMANSHIP.

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.

SECTION 5.16. SUBSTITUTIONS.

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

SECTION 5.16A. Written Request.

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

SECTION 5.16B. Documentation.

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve Contractor from

responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by Contractor without additional cost to the City. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

SECTION 5.17. NOT USED.

SECTION 5.18. APPROVAL OF MATERIALS OR EQUIPMENT.

SECTION 5.18A. Sources of Supply.

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

SECTION 5.18B. Plant Inspection.

The City assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

SECTION 5.19. PROVISIONS FOR EMERGENCIES.

The City may provide necessary labor, material and equipment to correct any emergency resulting from Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

SECTION 5.20. RIGHT TO RETAIN IMPERFECT WORK.

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, “Deductions for Imperfect Work”, of these General Conditions.

SECTION 5.21. NOT USED.

SECTION 5.22. NOT USED.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, “Delays”, of these General Conditions. Such suspension shall not relieve Contractor of Contractor’s responsibilities as described in the Contract.

SECTION 5.25. TERMINATION.

SECTION 5.25A. Reasons for Termination.

The City reserves the right to terminate the Contract, Contractor’s right to proceed, and/or Contractor’s control over the Work for any of the reasons listed below.

SECTION 5.25A.1. Termination for Convenience.

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

SECTION 5.25A.2. Termination for Cause.

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify Contractor and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

SECTION 5.25B. Termination After Contract Time.

In addition to any other rights it may have, the City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the work at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to the City for liquidated damages for all periods of time

from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

SECTION 5.25C. Notice of Termination; City Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that Contractor's right to proceed and/or control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.
6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.
7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

SECTION 5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor's control over the Work. The amount may include those items specified in Article 9, "Changes and Claims", of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, "Changes and Claims", of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

SECTION 5.25E. Completion Not a Waiver of City Rights.

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

SECTION 5.25F. Survival of Obligations.

No termination of this Contract or of Contractor's right to proceed and/or control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Public Contract Code sections 4100 *et seq.*

ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

SECTION 6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency, or as approved by the City.

SECTION 6.02B. Prevailing Wages.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor's. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to the City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to

this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

SECTION 6.02C. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

SECTION 6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his or her deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to

cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.02E. Nondiscrimination.

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

SECTION 6.02F. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor. Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices

SECTION 6.02G. Workers' Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

SECTION 6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

SECTION 6.02I. Reporting Requirements and Sanctions.

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. If Contractor fails to comply, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

SECTION 6.03. USE OF PESTICIDES.

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

SECTION 6.04. NOT USED.

SECTION 6.05. NOT USED.

SECTION 6.06. NOT USED.

SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the

construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two days business after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.

Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.10. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and Contractor’s surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor’s surety of their responsibilities under the Contract.

SECTION 6.11. ASSIGNMENT OF MONIES.

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if Contractor defaults.

SECTION 6.12. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor’s use of Subcontractors in any way alter the position of Contractor or Contractor’s sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at Contractor's risk.

SECTION 6.14. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at Contractor’s sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor’s business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in connection with performing the Work. Contractor shall comply with the provisions of

CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

SECTION 6.15. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.17. GENERAL SAFETY REQUIREMENTS.

SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for

safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

SECTION 6.17B. 24-Hour Contact Information.

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

2. Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

SECTION 6.17C. Protection and Repair of Work.

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

SECTION 6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

SECTION 6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

SECTION 6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

SECTION 6.17G. Not Used.

SECTION 6.17H. Security of the Site.

SECTION 6.17(I). Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

SECTION 6.17J. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

SECTION 6.17K. Work on Private Property.

Contractor must obtain written permission from the City of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.17L. Not Used.

SECTION 6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the

necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City may do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for the City to take this action.

SECTION 6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify the City, and thereafter shall comply with any instructions issued by the City.

SECTION 6.17(O). Work During Hours of Darkness.

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.

SECTION 6.18A. Public Convenience.

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

SECTION 6.18B. Pedestrian and Bicyclist Access.

Contractor shall not block the movement of pedestrian or bicycle traffic. Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written

approval from the City to the contrary.

SECTION 6.18C. Written Notification To Residences and Businesses.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

SECTION 6.18D. Access To Driveways, Houses and Buildings.

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

SECTION 6.18E. Property Damage.

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of Contractor with respect to such third-party claims.

SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.

Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to

the public.

SECTION 6.18H. Work On Private Property.

Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.18(I). Hazardous Conditions Created.

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.

SECTION 6.19A. General.

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

SECTION 6.19B. Responsibility For Safety.

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

SECTION 6.19C. Passage of Emergency Vehicles.

Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.

Appropriate traffic control shall be furnished by Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.

Should Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by Contractor or deducted from the progress payment. If Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

SECTION 6.19F. Competent Flaggers.

Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA regulations and shall be prepared to provide verification of such training to the City when requested.

SECTION 6.19G. Construction Signs.

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

SECTION 6.19H. Temporary Bridging of Excavations and Trenches.

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete "cutback" shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8") plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete "cutback" or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless Contractor provides a temporary surface suitable for driving consisting of at least two inches (2") of plant mix asphalt over six inches (6") of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

SECTION 6.19(I). Entering and Leaving the Construction Zone.

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment operators shall yield to public traffic.

SECTION 6.19J. Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings.

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal

detectors accidentally cut or damaged during construction shall be repaired or replaced by Contractor at Contractor's expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, Contractor shall control traffic by use of flaggers as directed by the City. "STOP" signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by Contractor and shall not be removed or altered without City approval.

SECTION 6.19K. Bus Stops.

If construction operations will obstruct a bus stop, Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

SECTION 6.19L. Dust.

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

SECTION 6.19M. Removal of Spillage From Roadway.

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

SECTION 6.20. CONFINED SPACES.

SECTON 6.20A. Contractor Responsibilities and Qualifications.

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
   - Equipment availability, suitability, and integrity.
   - Personnel training.

- Experience.
- Supervision.
- Safety.
- Accident experience.
- Permit-required confined space policy.
- Hot work procedures (if applicable).
- Lock-out/tag-out procedures (if applicable).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Condtions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

SECTION 6.20B. City Responsiblities for Permit Confined Spaces.

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space Contractor anticipates entering.

- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section 6.20.

SECTION 6.20C. Existing Sewers and Storm Drains.

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

SECTION 6.20D. Joint City – Contractor Entries.

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).

SECTION 6.21A. Traffic Pattern Changes.

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

SECTION 6.21B. Traffic Control Plans (TCP).

Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

SECTION 6.22. BARRICADING OPEN TRENCHES.

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III

barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Conditions.

SECTION 6.23. EXISTING UTILITIES.

SECTION 6.23A. General.

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

SECTION 6.23B. Maintenance and Protection.

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with the individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost. "Existing utilities" includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

SECTION 6.23C. Exact Locations Unknown.

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make

adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, “Changes and Claims”, of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, “Changes and Claims”, of these General Conditions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, “Excusable Delays”, of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the utility district(s) to provide for the removal or relocation of existing utilities.

SECTION 6.23D. Underground Service Alert (USA).

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket

number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, Contractor shall contact U.S.A.to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

SECTION 6.23E. Damage to Existing Utilities.

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

SECTION 6.23F. Markings.

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

SECTION 6.24. EXCAVATION AND TRENCH SAFETY.

SECTION 6.24A. Permit.

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 2, Sections 341, 341.1 and following, and Title 8, Article 6, 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

SECTION 6.24B. Shoring, Bracing. Shielding, and Sheeting.

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench

or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

SECTION 6.25. OVERLOADING.

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the City’s satisfaction or reimburse the City for the costs of repairing the damage.

SECTION 6.26. PRESERVATION OF PROPERTY.

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor’s expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.

The review or approval by the City of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

SECTION 6.30. CONFLICT OF INTEREST.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 6.31. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.02. NOT USED.

SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered.

Progress meetings will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend.

SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

SECTION 7.05. SCHEDULES.

Contractor shall submit a baseline schedule and updated schedules that shall illustrate Contractor's planned schedule for carrying out the Work and completing the Work within the Contract Time. Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim.

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and Contractor. Neither the City nor Contractor owns the float time.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to submit any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

SECTION 7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic, native format and PDF.

Unless modified by the City, the proposed baseline schedule shall be a time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

SECTION 7.05B. Progress Schedules.

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule. In addition, the Progress Schedules shall show Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

The City will review the updated schedule information and meet with Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

SECTION 7.05C. City's Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort.

SECTION 7.05D. Responsibility for Completion.

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to ensure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

b. In addition, the City may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

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

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or City employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

SECTION 7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

SECTION 7.08B. Off-Period Work.

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

SECTION 7.08C. Emergency Repairs.

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of Contractor's repair crews, and give their names, an emergency contact

number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

SECTION 7.09. NOT USED.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

SECTION 7.11. NOT USED.

SECTION 7.12. DELAYS.

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Any other delays, including, without limtiation, those that affect only a portion of the Work but do not prevent or delay the prosecution of the controlling items of work or the completion of the whole Work within the Contract Time, are considered inexcusable and do not entitle the Contractor to an extension of the Contract Time.

Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, "Archeological and Cultural Resources", of these General Conditions. Contractor shall

also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.
2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.
3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

SECTION 7.13. NOTICE OF DELAYS; TIME IMPACT ANALYSIS.

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration, and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis (TIA) that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excuseable delay affects other schedule activities and the critical path.

All delays shall be deemed inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. NOT USED.

SECTION 7.15. NOT USED.

SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

SECTION 7.18. NOT USED.

SECTION 7.19. SUBSTANTIAL COMPLETION.

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant Substantial Completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

SECTION 7.20. CLEANING UP.

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.

Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 7.23. WARRANTY WORK.

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor’s sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for the City’s work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other

action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for the City's work.

ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

SECTION 8.01A. Unit Price Contracts.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, "Contract Change Order", of these General Conditions.

SECTION 8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

SECTION 8.01C. Payment for Mobilization.

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 site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of

all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, “Retention”, of these General Conditions.

SECTION 8.02. SCOPE OF PAYMENT.

SECTION 8.02A. General.

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

SECTION 8.02B. Unit Price Contract.

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, in these General Conditions.

SECTION 8.02C. Lump Sum or Job Contract.

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

SECTION 8.02D Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

SECTION 8.02E. Allowances.

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

SECTION 8.02F. Payment for Material Not Incorporated in the Work.

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If the City occupies or uses a portion of the Project under Section 3.12, “Use of Completed Portions”, of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. PROGRESS PAYMENT PROCEDURES.

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then the City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. The City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but

not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any progress payment and may withhold as much payment as necessary to correct the error in later progress payments.

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 8.07. RETENTION.

SECTION 8.07A. Retention to Ensure Performance.

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which

case the City may withhold 150% of the disputed amount, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices.

SECTION 8.07B. Non-Compliance.

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

SECTION 8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.20, "Right to Retain Imperfect Work", of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City incur actual and/or liquidated damages;
- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;

- Damage to the City or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by the City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and the City that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold

the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after Contractor returns the approved final payment request or statement of exceptions to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9.18, "Engineer's Decision", of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.

If Contractor fails to timely submit a statement of exceptions, Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

SECTION 8.13. DISPUTED PAYMENTS.

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, “Changes and Claims”, of these General Conditions. The decision of the City will be final.

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. AUTHORITY FOR CHANGES.

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

SECTION 9.02. ORDERING OF CHANGES.

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 3.07, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

SECTION 9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 3.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP.

SECTION 9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to Contractor.

SECTION 9.03C. Submittal.

Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.
        - Unit prices of materials and equipment.
        - Labor hours and rates for installation.

- Subcontractor and prime Contractor markups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9.03E, "Sharing Provisions and Formula," of these General Conditions.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

> "This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for Contractor's cost of developing the CICP.

SECTION 9.03D. Acceptance.

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

SECTION 9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

> Net Capital Savings = Contract Cost Prior to CICP – (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9.11, "Time Extension for Changes", of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, current and supported by actual cost data, including, without limitation, copies of quotations, subcontracts, invoices, time cards and wages, insurance and bond costs, and quantity takeoffs. The City may require a formal certification to verify Contractor-submitted cost and pricing data.

Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, "Access to Records", of these General Conditions.

SECTION 9.06. ACCESS TO RECORDS.

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and electronic and/or paper copies at the City's cost.

SECTION 9.07. PAYMENT FOR CHANGES.

The method of payment agreed upon by Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

SECTION 9.07A. Lump Sum Price.

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and any surcharges and/or markups as allowed in Section 9.08, "Markups for Changed Work" in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

SECTION 9.07B. Unit Prices.

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

SECTION 9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, "Labor", 9.07C.2, "Materials", and 9.07C.3, "Equipment"; plus the percentages stipulated in Section 9.08, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWR's in preparing billings for force account work.

SECTION 9.07C.1. Labor.

Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

SECTION 9.07C.1(a). Actual Wages.

Charges for labor will be Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

SECTION 9.07C.1(b). Labor Surcharge.

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

SECTION 9.07C.1(c). Subsistence and Travel.

The City will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

SECTION 9.07C.2. Materials.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are

available and delivered to the job site. The City reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.

SECTION 9.07C.3. Equipment.

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, Contractor shall be paid such rental rates as are agreed upon by Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.07C.4. Subcontracts.

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, "Markups for Changed Work", of these General Conditions.

SECTION 9.08. MARKUPS FOR CHANGED WORK.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.

Payments will be made as follows for excusable delays that are considered compensable under Section 7.12, “Delays”, of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

SECTION 9.09A. Construction Equipment.

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

SECTION 9.09B. Jobsite Indirect Costs.

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, “Markup for Compensable Excusable Delays”, of these General Conditions.

SECTION 9.09C. Markup for Compensable Excusable Delays.

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

SECTION 9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, “Prosecution of Changes to the Contract”, of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of Contractor’s right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the Contract.

SECTION 9.13. CONTRACT CHANGE ORDER.

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by the City.

SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working

Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

SECTION 9.17. SUBMISSION OF CLAIMS.

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

SECTION 9.17A. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with Contractor or is a lower tier subcontractor.

SECTION 9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
3. Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City'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 receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the the City issues its written statement.
8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
9. If mediation is unsuccessful, then Contractor 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 with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section 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.
10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

11. Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

    a. 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 (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

    b. The parties stipulate that the arbitrator shall be experienced in construction law and 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.

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

    d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.17C. Documentation of Claims by Contractor.

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on the City's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology

- Contractor's position (reason for the City's potential liability)
- Supporting documentation of merit
- Supporting documentation of damages

3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to

money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

SECTION 9.18. ENGINEER'S DECISION.

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

SECTION 9.22. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE

SECTION 10.1. DUST CONTROL.

SECTION 10.1A. General.

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

SECTION 10.1B. Dust Palliative.

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

SECTION 10.1C. Measurement and Payment.

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

SECTION 10.2. AIR POLLUTION CONTROL.

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

SECTION 10.03. BURNING.

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.

SECTION 10.04A. General.

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule

operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

SECTION 10.04B City Requirements.

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

SECTION 10.04C. Regulations, Ordinances, Permits, and Specifications.

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the

following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions.)

SECTION 10.04D. Storm Water Pollution Prevention Plan.

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

SECTION 10.04E. Erosion and Sediment Control Plan.

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the

Work site and any other site the Contractor controls or passes through.

SECTION 10.04F. Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

SECTION 10.04G. Compliance.

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP’s. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City

for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5.24, “Temporary Suspension or Delay of Work”, of these General Conditions. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8.8, “Withholdings/Denials of Progress Payment Requests”, of these General Conditions.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8.8, of these General Conditions.

SECTION 10.4H. Payment.

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

SECTION 10.05. CONTROL OF WATER IN THE WORK.

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

SECTION 10.06. NOISE CONTROL.

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.

SECTION 10.07A. Contaminated or Hazardous Materials.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

SECTION 10.07B. Hazardous Environments.

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

SECTION 10.08. USE OF EXPLOSIVES.

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

SECTION 10.09. SANITARY REGULATIONS.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES.

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of

the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7.12, “Delays”, of these General Conditions.

SECTION 10.11. PROTECTION OF EXISTING TREES.

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

SECTION 11.01. GENERAL.

Preconstruction photographs will only be required when specified in the Special Provisions.

Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.

Preconstruction digital photographs shall be taken by Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

SECTION 11.03. RECORD DRAWINGS.

Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the

final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF). These Record Drawings shall include certification by Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

SECTION 11.04. MEASUREMENT AND PAYMENT.

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

END OF SECTION

PBM Construction Inc.
4500 Yankee Hill Ct Suite A
Rocklin, CA 95677
916.315.2614 | 916.2619 fax
greg@pbmconstruction.com

CUSTOMER	PROJECT
City Of Rocklin Andy Noah	**Accessible Counter-Rollup Door Package** City Of Rocklin Parks Rocklin Ca.

SUBMITTED BY			
Greg Tornberg	916.316.2114 Cell	greg@pbmconstruction.com	11.03.2025

***** M-F WEEDAY WORK TYPICAL WORKING HOURS 7:00 AM-3:30 PM*****

WORK DESCRIPTION	QUANTITY	AMOUNT
• **New counter roll-up, Removal and Replacement** o Remove & dispose of existing roll-ups o Frame & patch deleted openings o Install new stainless steel roll-ups 3 EA o All work per plans provided by Andy Noah	**Lump Sum**	**$95,995.00**

GENERAL NOTES & EXCLUSIONS:
Proposal excludes weekend or night work, permits, testing or fees, changes made by owner and anything not listed above. Proposal valid for 30 days

Thank you for considering PBM Construction Inc.

Sincerely,

Greg Tornberg

Greg Tornberg
PBM Construction Inc
916.316.2114

JS/TO ADA Counter Replacement
Bid Summary

Company, Contact	City	Bid Amount
PBM Construction, Inc., Greg Tornberg	Rocklin	$95,995.00
Building Concepts Construction, Michael Peterson	Roseville	$96,580.00
Sauren Construction, Inc., Steve Mays	New Castle	$120,523.00

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placement of a General Transactions and Use Tax Measure on the November 3, 2026 General Election Ballot

Date: May 26, 2026

Submitted By: Andrew Keys, Assistant City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 "2026 Transactions and Use Tax" By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval.

Background:

The City of Rocklin is known for its high quality of life with excellent parks and public services, a low crime rate and fast 911 medical response times, and a longstanding history of prudent financial management, long-range planning, and accountability. The City is not currently in a dire financial position. However, current financial forecasts show structural deficits beginning in the next budget cycle and growing in future years if no corrective action is taken.

In response, the City has taken a proactive approach to evaluating long-term fiscal sustainability before future service reductions become necessary. Over the past several months, the City has conducted substantial public outreach to better understand community priorities, service expectations, and perspectives regarding the City's long-term fiscal outlook, including possible future funding options. These efforts included a resident survey mailed in September 2025 to all residential households in Rocklin which generated 2,886 responses and 900 independent comments, including 127 public questions that each received a response from City leadership. The City also prepared a community presentation, met with 18 community groups and more than 30 individual community leaders, and in March 2026 conducted four town halls.

The City's outreach and research also showed a strong foundation of public confidence in the community and in City leadership. Specifically, 64% of residents indicated Rocklin is on the right track while only 14% indicated Rocklin is on the wrong track. At the same time 95% of

residents think Rocklin is a great place to live. These results are consistent with the broader outreach findings showing that residents generally support the City of Rocklin and find that City services are a key part of Rocklin's high quality of life.

These efforts were undertaken in part to help inform the City Council's consideration of whether to move forward with a 2026 ballot measure. The outreach demonstrated that residents value Rocklin's quality of life and identified public safety, parks and open space, recreation opportunities, infrastructure maintenance, and fiscal accountability and transparency as important community priorities. With this background in mind, at this time the City Council is considering placing a one-half cent tax on the November 2026 General Election ballot.

DISCUSSION

1. The proposed measure is a proactive response to emerging fiscal pressures

The proposed measure is not being brought forward in response to an immediate fiscal crisis. Rather, it reflects a proactive effort to address forecasted structural deficits before they materially affect service levels, infrastructure maintenance, or the quality of life residents expect. By acting now, the City Council can allow Rocklin voters to decide whether to provide an additional locally controlled revenue source to help maintain and preserve services and maintain fiscal stability over the long term.

2. The measure is community-informed and supported by extensive outreach

Staff's recommendation is informed by the extensive outreach completed to date. The outreach process described in this and prior reports was designed to gather meaningful public input before any final City Council direction, and it demonstrated consistent community interest in protecting Rocklin's quality of life and planning ahead for future fiscal challenges. Residents love Rocklin, love living here, value the city services they receive and have a strong desire to maintain those services.

Community outreach specifically indicates residents value public safety and financial stability, maintaining core public services, rapid 911 emergency/medical response, police/fire protection, keeping public areas and parks healthy/safe/clean, preserving open space, and preventing wildfires. The proposed measure reflects those community priorities and the City's continued commitment to provide high quality services while focusing on financial transparency and accountability to residents.

3. The Measure is structured as a general transactions and use tax

The proposed ordinance would place before Rocklin voters a general transactions and use tax at the rate of 0.50%. The ordinance is drafted to conform to the California Transactions and Use Tax Law and to be administered by the California Department of Tax and Fee Administration. The earliest intended operative date is April 1, 2027.

As proposed the measure would continue until ended by voters. Because the measure is structured as a general tax, revenues would be deposited into the City's General Fund and could be used for any lawful municipal purpose. As a general tax, the measure does not

include a detailed spending plan, however, the substantial outreach conducted to date has given the City substantial insight into the service priorities of Rocklin residents. Those priorities are public safety and financial stability, maintaining core public services, rapid 911 emergency/medical response, police/fire protection, keeping public areas and parks healthy/safe/clean, preserving open space, and preventing wildfires.

4. Strict accountability provisions are included in the Ordinance

The City of Rocklin maintains a AAA bond rating and consistently achieves recognition from state and national organizations for preparation of financial plans and annual audits of City revenues and expenditures. Should voters approve this measure, the same annual budget process and independent audit of revenues received from this measure will occur.

5. Election requirements

If the City Council approves the proposed ordinance and related election resolutions, the 2026 Transactions and Use Tax Ordinance Measure will be placed before Rocklin voters at the 2026 General Municipal Election in accordance with applicable election requirements.

As a general transactions and use tax measure, placement of the measure on the ballot requires approval by at least two-thirds of the City Council, and the measure would become effective only if approved by a majority of Rocklin voters voting on the measure.

PUBLIC NOTICE / OUTREACH

The City has already completed substantial outreach regarding community priorities, City services, and the City's long-term fiscal outlook. That work included a citywide resident survey, responses to public questions, community presentations, meetings with community groups and individual leaders, and four town halls. If the City Council places the measure on the ballot, the City will continue to provide factual, fair, and impartial public information regarding the measure, the City's fiscal outlook and core City services.

Fiscal Impact:

Approval of the recommended action will result in election-related and administrative costs associated with ballot preparation, legal review, election services, and related public information activities. Those costs will be paid from existing appropriations and/or budgeted election and professional services funds.

If approved by the voters, the measure would provide an additional ongoing locally controlled general revenue source to support City services and long-term fiscal stability.

Based on current taxable sales projections, the measure is estimated to generate approximately eight million dollars ($8,000,000) annually to maintain core City services and Rocklin’s high quality of life.

ATTACHMENTS:
1. Ordinance

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY OF ROCKLIN AMENDING ROCKLIN MUNICIPAL CODE TITLE 3 – REVENUE AND FINANCE BY ADDING CHAPTER 3.25 "2026 TRANSACTIONS AND USE TAX" BY IMPOSING A ONE-HALF PERCENT (0.50%) GENERAL TRANSACTIONS AND USE (SALES) TAX UNTIL REPEALED BY VOTERS, TO BE COLLECTED AND ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO VOTER APPROVAL

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Rocklin ("City") is authorized to levy a Transactions and Use (Sales) Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to add Chapter 3.25 to Title 3 of the Rocklin Municipal Code establishing a general Transactions and Use (Sales) Tax ("TUT") until ended by voters, on the sale and/or use of all tangible personal property sold at retail in the City, at a rate of one-half percent (0.50%); and

NOW THEREFORE, the People of the City of Rocklin do ordain as follows:

Section 1. Findings. The People of the City of Rocklin find and determine that:

A. The City provides essential municipal services that contribute to the high quality of life enjoyed by residents including:
    a. Public safety;
    b. Financial stability;
    c. Rapid 911 emergency and medical response;
    d. Police and fire protection;
    e. Keeping public areas and parks healthy, safe and clean;
    f. Preserving open space;
    g. Preventing wildfires; and
    h. Other core municipal services.
B. The City has a track record of sound financial management including maintaining a AAA Bond rating through Fitch Rating, Inc. and receipt of national and state awards for budget and audit preparation.
C. Current financial projections show expenditures outpacing revenues requiring the City to think strategically about service provision in the future.
D. Consistent resident input from extensive community outreach shows that Rocklin residents love living in Rocklin, enjoy a high quality of life supported by the essential municipal services listed in section A. above, and would like to see the City maintain those essential services.
E. The tax revenue generated by this measure provides local funding for local needs and cannot be taken by any other agency including the State or federal government.

F. The tax revenue generated by this measure will enable the City to maintain core municipal services, including public safety and parks services. Nothing in this measure allows tax revenue to be directed into a special fund or for a special purpose.
G. The tax revenue generated by this measure can be spent for unrestricted general revenue purposes.
H. November 3, 2026 is the date of the statewide general election, and is the next election date eligible for inclusion of this general tax measure.

Section 2. Authority. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on _____, 2026.

Section 3. Amendment to Code. Rocklin Municipal Code Title 3 – Revenue and Finance is hereby amended by adding Chapter 3.25 “2026 Transactions and Use Tax” and shall read as follows:

CHAPTER 3.25
2026 TRANSACTIONS AND USE TAX

§ 3.25.010. Rocklin Transactions and Use Tax Ordinance.
This Chapter shall be known as the Rocklin 2026 Transactions and Use Tax Ordinance. The City of Rocklin hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

§ 3.25.020. Operative date.
Operative Date means the first day of the first calendar quarter commencing more than one hundred ten days after the date of the election for the ordinance codified in this Chapter.

§ 3.25.030. Purpose.
The ordinance codified in this Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration (hereinafter called "CDTFA") in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the CDTFA in administering and collecting the California State sales and use taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

§ 3.25.040. Contract with state.

Prior to the Operative Date, the City shall contract with the CDTFA to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the CDTFA prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§ 3.25.050. Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one half of one percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of the ordinance codified in this Chapter.

§ 3.25.060. Place of sale.

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the CDTFA.

§ 3.25.070. Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of the ordinance codified in this Chapter for storage, use or other consumption in said territory at the rate of one half of one percent (0.50%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

§ 3.25.080. Adoption of provisions of state law.

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

§ 3.25.090. Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
   (1) The word "State" is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, CDTFA, State Treasury, or the Constitution of the State of California.
   (2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the CDTFA, in performing the functions incident to the administration or operation of this Chapter.
   (3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
      (A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
      (B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that Code.

(b) In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code, the word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.
   (1) "A retailer engaged in business in the district" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

§ 3.25.100. Additional Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

§ 3.25.110. Exemptions and exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this subsection (b)(2), delivery to a point outside the City shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(B) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (b)(3) and (b)(4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (c)(3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subsection (c)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the city" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division

2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

§ 3.25.120. Amendments to State Law.
All amendments subsequent to the Effective Date of the ordinance codified in this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance codified in this Chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance codified in this Chapter.

§ 3.25.130. Enjoining collection forbidden.
No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

§ 3.25.140. Severability.
If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter and the application of such provisions to other persons or circumstances shall not be affected thereby and no such invalidity shall affect other provisions of applications of this Chapter, which can and shall be given effect without the invalid provision or application, and to this end, the provisions of the ordinance codified in this Chapter are severable.

§ 3.25.150. Annual review.
As part of the City's budget process, City staff shall review the tax revenues collected pursuant to the transactions and use tax imposed by this Chapter.

The revenue from the tax imposed by this Chapter, as well as the expenditure thereof, shall be subject to the annual audit performed by the City’s independent auditor of the city’s books, records, accounts, and fiscal procedures and which is reported in the City’s Annual Comprehensive Financial Report. The audit results may be combined with the audit of other city funds.

§ 3.25.160. Duration of Tax.
The authority to levy the tax imposed by this chapter shall continue unless and until this chapter is repealed.

Section 4. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Rocklin Municipal Code.

Section 5. Effective Date and Submission to Voters. Pursuant to California Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council has determined by resolution the approval of this ordinance by a majority of the voters of the City as required by Section 2(b) of Article XIIC of the California Constitution and applicable law.

Section 6. Certification. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the California Department of Tax and Fee Administration.

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 26, 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 20, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 05.26.2026
Second Reading:
Effective Date: