CITY OF PALM SPRINGS

SPECIFICATIONS FOR

PALM SPRINGS ANIMAL CARE FACILITY

PALM SPRINGS, CALIFORNIA

VOLUME I – BID DOCUMENTS

PROJECT NO. 07-24

January 18, 2010

SWATT/MIERS ARCHITECTS
Emeryville, California

CITY OF PALM SPRINGS
3200 East Tahquitz Way
Palm Springs, California

CITY OF PALM SPRINGS

SPECIFICATIONS FOR

PALM SPRINGS ANIMAL CARE FACILITY
PALM SPRINGS, CALIFORNIA

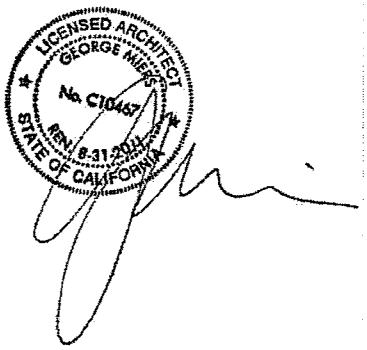
CITY PROJECT NO. 07-24

January 18, 2010

The Specifications contained herein have been prepared by or under the direction of the following Registered Architect:

SWATT/MIERS ARCHITECTS
5845 Doyle Street, Suite 104
Emeryville, California 94608
Tel: 510-985-9779

Approved by:



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CITY OF PALM SPRINGS

SPECIFICATIONS

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CITY OF PALM SPRINGS

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CITY OF PALM SPRINGS, CA

NOTICE INVITING BIDS

For Constructing the

PALM SPRINGS ANIMAL CARE FACILITY

City Project 07-24

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the PALM SPRINGS ANIMAL CARE FACILITY will be received at the office of the Procurement and Contracting Manager of the City of Palm Springs, California, **FROM ONLY GENERAL CONTRACTORS THAT HAVE ALREADY PRE-QUALIFIED AS OF JANUARY 20, 2010,** until **2:00 P.M. (local time) on THURSDAY, FEBRUARY 18, 2010** at which time they will be opened and read aloud. Trade sub-contractor bids to the Pre-qualified General Contractors are sought for this project. Please submit trade subcontractor bids **directly** to the Pre-qualified General Contractors identified on the Palm Springs City website at www.palmsprings-ca.gov select *Government, Departments, Procurement & Contracting, Animal Shelter Pre-Qualified General Contractors List.*

N-2 DESCRIPTION OF THE WORK: The Work comprises providing all materials, services, equipment and manpower necessary to complete the grading, landscaping, irrigation, fencing, lighting, street improvements and general building construction of the new Palm Springs Animal Care Facility including bonds and insurance as detailed in the Plan & Specifications entitled "City of Palm Springs Animal Care Facility, City Project No. 07-24". **The pre-bid construction estimate for this project is $6,175,000.**

N-3 AWARD OF CONTRACT:

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of the City. The lowest responsive bidder shall be determined by the **ADJUSTED BASE BID**, which is the BASE BID PRICE with all of the deductive and additive alternates plus allowances included. After determining the lowest responsive bidder the City reserves the right to accept or reject any of the alternates or allowances as is in the best interest of the City.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance,

(c) The successful bidder will be required to complete the work within 395 calendar days from the date of the Notice to Proceed.

N-4 BID SECURITY: each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the **Adjusted Base Bid** price, payable to the City of Palm Springs.

N-5 BIDS TO REMAIN OPEN: The Bidder shall guarantee ALL bid prices for a period of 90 calendar days from the date of bid opening.

N-6 CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class B-1 Contractor license at the time of submitting bids.

N-7 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is on file at the office of Procurement & Contracting. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

N-8 RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

N-9 PRE-BID VISIT TO WORK SITE: Prospective bidders are invited to attend a non-mandatory pre-bid walk through of the proposed work site which will be conducted by the City at 10:00 am local time on January 28, 2010 at the site location: Southeast corner of Mesquite and Vella Roads. Attendees may park at the DeMuth Park parking lot.

N-10 REQUESTS FOR INFORMATION: Any questions (RFI's), technical or otherwise, pertaining to this bid shall be submitted **IN WRITING ONLY** and directed **ONLY** to:

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
3200 East Tahquitz Canyon Way
Palm Springs, Ca 92262
Via Fax (760) 323-8238
Or via EMAIL: Craig.Gladders@palmsprings-ca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the Bid Documents. **The deadline for all questions is 2:00pm, local time, Thursday, February 4, 2010.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations of clarifications will be without legal or contractual effect.

N-11 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:
(a) Contract Documents may be inspected without charge at the office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262.

(b) Complete sets of said Contract Documents may be purchased at :

PlanIT Reprographics
Attn: Diana Adams / Craig B. Henson
77738 Flora Road
Palm Desert, CA 92211
Phone: 760-345-2500
Fax: 760-345-2599
info@planitreprographics.com

For the price of $110.00 per set; checks made payable to PlanIT Reprographics.

(c) An additional mailing fee will be charged for sets of documents sent by mail. Overnight, Federal Express, or other methods of delivery shall be the responsibility of the bidder.

(d) To view plans online visit: ftp.planitreprographics.com , User= **psas** , Password= **10psas0108**

(e) The Bid Forms found in the original Bid Documents shall be used to submit a bid. Failure to use the Bid Forms shall render a bid as non-responsive.

(f) This Notice Inviting Bids, the Pre-Qualified General Contractor list, the Plan Holders List, and other related information for this project can be found on-line at the City's webpage at www.palmsprings-ca.gov select *Government, Departments, Procurement & Contracting.*

N-12 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Palm Springs, and shall be delivered or mailed to the Procurement and Contracting Manager at 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For.." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid. The receiving time in the Procurement and Contracting Office will be the governing time for acceptability of Bids. Telegraphic and telephonic Bids will not be accepted. It is the responsibility of the Bidder to see that any Bid sent through the mail or by any other method shall have sufficient time to be received by the Procurement and Contracting Office prior to the Bid Opening Time. Late Bids will be returned to the Bidder unopened.

BY ORDER OF THE CITY OF PALM SPRINGS, CA

By: - Signature-
Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
City of Palm Springs, CA

Dates published: January 20, 2010 and January 24, 2010.

PRE-QUALIFIED GENERAL CONTRACTOR LIST
CP 07-24 ANIMAL CARE FACILITY

In alphabetical order:

Construct One Corp.
2832 Walnut, Unit C
Tustin, CA 92780
Phone: 714-259-5400
Fax: 714-259-5406
Sam Reed SamR@construct1.com

Davis Reed Construction Inc.
78-370 Highway 111, Suite 290
La Quinta, CA 92253
Phone: 750-777-1440
Fax: 760-777-1457
Vince Buchanan Vince@davisreedinc.com

Doug Wall Construction, Inc.
78450 Ave 41
Bermuda Dunes, CA 92203
760-772-8446 Phone
760-772-9407 Fax
Contact: Doug Wall doug@dwallconst.com

Harbor Construction Co., Inc.
15550 Rockfield Blvd., B100
Irvine, CA 92618
949-457-1888
949-457-9888 Fax
Lisa Harris lharris@harbor-construction.com

Jaynes Corporation
111 Elm Street
San Diego, CA 92101
Phone: 619-233-4080
Fax: 619-233-4090
Penny Lawlor penny@jaynescorp.com

J.D. Diffenbaugh, Inc.
6865 Airport Drive, Riverside, CA 92504
Phone: 951.351.6865
Fax: 951.351.6880
Lori Phillips lphillips@diffenbaugh.com

Orr Builders
39-301 Badger Street, Suite 300

Palm Desert, CA 92211
Phone: (760) 360-6632
Fax: (760) 3660-5591
Brian Orr, President/CEO Anna Scott, Executive Assistant to Brian Orr
Lifetime Industries Inc. DBA: **Parkwest Construction**
PO Box 790, Redlands, CA 92373
Phone: 909-798-1333
FAX: 909-793-2485
Jody Tomsello Jody@parkwestco.com

Perera Construction and Design Inc.
2890 Inland Empire Blvd #102
Ontario, CA 91764
Scott Sampson
T-909-484-6350 ext 226
F-909-484-3439

PW Construction Inc.
1905 E. Route 66, Ste. 200
Glendora, CA 91740
P (626) 857-1955
F (626) 857-1946
Christina Fiol Christina@pwconstructioninc.com

RC Construction Services, Inc.
2223 N. Locust Avenue
Rialto, CA 92377
Ph# (909) 829-3688, x310
FAX#: (909) 829-3696
John C. Grow, john.grow@rcconstruction.com

and

RC Construction Services – Coachella Valley
41-606 Indian Trail – Suite A
Rancho Mirage, CA 92270
(760) 837-3788

ROEL Construction Company, Inc.
34100 Gateway Dr., Suite 100
Palm Desert, CA 92211
Phone: 760-328-2676
Fax: 760-321-0503
Chris Heese Chrish@roel.com

Royal Construction Corp.
11680 Goldring Rd., Suite A
Arcadia, Ca 91006
626 358-6688
626 358-8333 fax
Erika Magaleon emagaleon@sbcglobal.net

rsm² contractors, inc.
8191 Center Street
La Mesa, CA 91942
(619) 698-7777 Phone
(619) 698-7701 Fax
William Forero wforero@rsm2.com

Jeffrey C. Stone, Inc. dba Summit Builders
4010 Watson Plaza Drive Suite 260
Lakewood, CA 90712
562-429-6540 Phone
562-429-6025 Fax
Brian O'Malley bomalley@summitbuilders.com

The PENTA Building Group
44250 Monterey Avenue
Palm Desert, CA 92260
Phone: 760-776-6111
Fax: 760-776-6628
Jacqueline Danos jdanos@pentabldggroup.com

Turner Construction Company
44-139 Monterey Avenue, Suite 201, Palm Desert, CA 92260
Phone Number: (760) 340-6161
Fax Number: (760) 340-6411
Steve Luchetta sluchetta@tcco.com

W.E. O'Neil Construction Co. of California
909 N. Sepulveda Blvd. #400
El Segundo, CA 90245
(310) 643-7900
fax (310) 643-6541
Santos, Sandra ssantos@weoneil.com

W.L. Butler Construction, Inc.
36953 Cook Street, Ste 103
Palm Desert, CA 92211
Phone: 760-837-3500
Fax: 760-837-3548
Dennis McLilli Mclilli@wlbutler.com

CITY OF PALM SPRINGS

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS - Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General Conditions. The term "Bidder" shall mean one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Architect" shall be as defined in the Supplementary General Conditions."

2. COMPETENCY OF BIDDERS – Section has not been utilized as all potential bidders have been previously pre-qualified through a separate City of Palm Springs Pre-qualification process which closed on December 17, 2009.

3. DISQUALIFICATION OF BIDDERS - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE –

(a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Architect of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Architect in the preparation of the Contract Documents. Although such reports are not a part of the Contract Documents, subject to the limitations specified in Article 4.2 of the General Conditions the Bidder may rely upon the general accuracy of specified technical data contained in such reports. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Supplementary General Conditions.

(d) Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Architect by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection of Existing Facilities" of the technical specifications.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4.2 of the General Conditions of the Contract.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

5. INTERPRETATIONS - All questions about the meaning or intent of the Contract Documents are to be directed to the Procurement & Contracting Manager Interpretations or clarifications considered necessary by the Architect in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Architect or the City as having received the Contract Documents. Questions received after February 4, 2010 may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

6. BID SECURITY, BONDS, AND INSURANCE - Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Supplementary General Conditions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

7. RETURN OF BID SECURITY - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.

8. BID FORM - The Bid shall be made on the Bid Schedule sheets bound herein. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid price shall be shown in words and figures, and in the event of any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the Work, the name of the "CITY OF PALM SPRINGS," the address where the bids are to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

9. SUBMITTAL OF BIDS - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, **no matter what the reason.**

10. DISCREPANCIES IN BIDS - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by such correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.

11. QUANTITIES OF WORK – Section Not Used as this is a LUMP SUM Bid.

12. WITHDRAWAL OF BID - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or it's properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, FAX, telegraphic, or telephone Bids or modifications will not be considered.

14. LIQUIDATED DAMAGES - Provisions for liquidated damages, if any, shall be as set forth in the Agreement and the provisions of the Technical Specifications for "Beginning and Completion of the Work" in Section entitled Summary of Work.

15. SUBSTITUTE OR "OR-EQUAL" ITEMS - The procedure for submittal of any application for substitute or "or-equal" items by the Contractor and consideration by the Architect is set forth in Volume II, Section 01630, entitled: "Product Substitution Procedures" of the Technical Specifications.

16. AWARD OF CONTRACT - Award of Contract, if it is awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination

17. EXECUTION OF AGREEMENT - The Bidder to whom award is made shall execute a written Agreement with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 15 calendar days after receipt of the Agreement forms from the City. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the City may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such bidder's Bid Securities shall be likewise forfeited to the City.

18. WORKER'S COMPENSATION REQUIREMENT - The Bidder should be aware that in accordance with laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

19. LOCAL BUSINESS PROMOTION – The contract for this project is subject to the provisions of Palm Springs Ordinance No. 1756, and Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program", subsection (5) "Local Preference in Public Works Contracts (Sub-Contracting)", which states:

The prime contractor shall use good faith efforts to sub-contract the supply of materials and equipment to local business enterprises and to sub-contract services to businesses whose work force resides within the Coachella Valley. The prime contractor shall submit evidence of such good faith efforts at the time of submission of bids. Good faith efforts may be evaluated by placing advertisements inviting proposes in local newspapers, sending request for proposals to local sub-contractors, or by demonstrating that no local sub-contracts are qualified to perform the work or supply the materials or equipment. Any notice inviting bids which may require the use of sub-contractors shall include notification of this subsection. The City Council or Director may reject as non-responsive the bid of any contractor proposing to use sub-contractors that fail to comply with the requirements of this subsection.

- END OF INSTRUCTIONS TO BIDDERS -

BID DOCUMENTS

Only the following listed documents, identified in the lower right corner as "Bid Forms" and reproduced on colored paper, shall be fully executed and submitted with the Bid at the time of opening of Bids.

Bid (Proposal)
Bid Schedule(s)
List of Subcontractors
Non-collusion Affidavit
Bid Bond (Bid Security Form)

Failure of a Bidder to fully execute and submit all of the listed documents with the Bid will render a Bid as non-responsive and subject to rejection.

BID

BID TO: CITY OF PALM SPRINGS, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

CITY OF PALM SPRINGS ANIMAL CARE FACILITY
CITY PROJECT NO. 07-24

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. The successful Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

> 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, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

BID SCHEDULE

Lump Sum Price for Construction of

CITY OF PALM SPRINGS ANIMAL CARE FACILITY
PROJECT NO. 07 - 24

In Palm Springs, California

Description: Provide all materials, supplies, services, equipment and manpower necessary to complete the grading, landscaping, irrigation, fencing, lighting, street improvements, and general building construction work, bonds and insurance for the Palm Springs Animal Care Facility project as detailed in the Plans & Specifications entitled "City of Palm Springs Animal Care Facility, City Project No. 07-24".

BASE BID PRICE for the lump sum of:

$_____
(Price in figures)

_____
(Price in words)

(In case the words and figures do not match, the words shall govern and the figures shall be disregarded.)

ALTERNATE BID PRICES

Bidders are advised that <u>all of the following alternates must be priced for the bid to be considered responsive.</u> The lowest responsive bid shall be determined by adjusting the BASE BID PRICE by subtracting all of the Deductive Alternates and adding all of the Additive Alternates to achieve an ADJUSTED BASE BID. It should be noted that the City reserves the right, after determining the responsive low bidder, to accept all, a portion of, or none of the Alternate pricing. In case the words and figures do not agree, the words shall govern and the figures shall be disregarded.

NOTE: Bidders are advised that the full descriptions of the alternates and related work can be found in Specification Section 01230 or on Plan sheet A0.50.

Deductive Alternate 1: Delete South Planter #2 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 2: Delete Interior Dog Wards 4 & 5 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 3: Delete two sections of aluminum screen for the LUMP SUM PRICE OF:

Deduct - $_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 4: Delete Mondo Flooring in room117 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 5: Shell only Socialization Room136 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Additive Alternate 6: Add piped oxygen and gas vak system for the LUMP SUM PRICE OF:

Add +$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 7: Delete emergency generator for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 8: Delete exercise enclosures 1 – 7 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 9: Delete north planters 2 & 3 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 10: Delete wood benches in rooms 201.1 & 201.2 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 11: Delete casework in room 112 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Deductive Alternate 12: Delete lockers in room 314 for the LUMP SUM PRICE OF:

Deduct -$_____
(Price in Figures)

_____
(Price in Words)

Additive Alternate 13: Add an allowance for Plan Check corrections for the LUMP SUM PRICE OF:

Add + $25,000.00
(Price in Figures)

Twenty Five Thousand Dollars
(Price in Words)

Additive Alternate 14: Add an allowance for the Design and Installation of a Photovoltaic System for the LUMP SUM OF:

Add + $600,000.00
(Price in Figures)

Six Hundred Thousand Dollars
(Price in Words)

Deductive Alternate 15: Delete LEED requirements 4.1, 4.2, 5.1 & 5.2 for the LUMP SUM OF:

Deduct - $ _____
(Price in Figures)

_____
(Price in Words)

- Remainder of this Page intentionally left blank -

ADJUSTED BASE BID WORKSHEET

Bidders shall transfer the Base Bid and the Alternate Bids to this worksheet to determine the final ADJUSTED BASE BID AMOUNT. The Lowest Responsible Bidder shall be determined using the Adjusted Base Bid Amount:

Base Bid	$_____
Minus Deductive Alternate 1	($_____)
Minus Deductive Alternate 2	($_____)
Minus Deductive Alternate 3	($_____)
Minus Deductive Alternate 4	($_____)
Minus Deductive Alternate 5	($_____)
Plus Additive Alternate 6	$_____
Minus Deductive Alternate 7	($_____)
Minus Deductive Alternate 8	($_____)
Minus Deductive Alternate 9	($_____)
Minus Deductive Alternate 10	($_____)
Minus Deductive Alternate 11	($_____)
Minus Deductive Alternate 12	($_____)
Add Additive Alternate 13	$ 25,000.00
Add Additive Alternate 14	$600,000.00
Minus Deductive Alternate 15	($_____)

ADJUSTED BASE BID **$**_____

(Price in Figures)

_____

(Price in Words)

(In case the words and figures do not agree, the words shall govern and the figures shall be disregarded)

BIDDER: _____

BY: _____
Signature

TITLE: _____

DATE: _____

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, or $10,000.00, whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor's License Number	Percent of Total Contract	Subcontractor's Name & Address
1._____	_____	_____	_____
2._____	_____	_____	_____
3._____	_____	_____	_____
4._____	_____	_____	_____
5._____	_____	_____	_____
6._____	_____	_____	_____
7._____	_____	_____	_____
8._____	_____	_____	

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of _____)

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

Bidder_____

By_____

Title_____

Organization_____

Address _____

_____

_____

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer
personally appeared _____,
NAME(S) OF SIGNER(S)

G personally known to me - **OR** -

G proved to me on the basis of satisfactory evidence to be the persons(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 persons(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Signature of Notary

CAPACITY CLAIMED BY SIGNER

G INDIVIDUAL(S)
G CORPORATE _____
OFFICER(S)_____
TITLE(S)
G PARTNER(S)
G ATTORNEY-IN-FACT
G TRUSTEE(S)
G SUBSCRIBING WITNESS
G GUARDIAN/CONSERVATOR
G OTHER
_____
_____
_____

SIGNER IS REPRESENTING:

_____
_____

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ DATE of DOCUMENT _____

Signer(s) Other Than Named Above_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____as Contractor, and

_____ as Surety, are held and firmly bound unto the City of Palm Springs, hereinafter called the "City" in the sum of:

_____ dollars
(not less than 10 percent of the total amount of the bid)
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has submitted a Bid to said City to perform the Work required under the Bid Schedule(s) of the City's Contract Documents entitled:

PALM SPRINGS ANIMAL CARE FACILITY
CITY PROJECT NO. 07-24

NOW THEREFORE, if said Contractor is awarded a Contract by said City, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the Form of Agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said City, and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 200_.

CONTRACTOR:

(Check one: _____individual, _____partnership, _____corporation)

By

_____
signature
(NOTARIZED)

Print Name and Title:

_____

By

_____
signature
(NOTARIZED)

Print Name and Title:

_____

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

SURETY:

_____

By_____

Title_____
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

AGREEMENT

THIS AGREEMENT made this _____day of _____ in the year 200__, by and between the City of Palm Springs, a Charter City, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and

_____

hereinafter designated as the CONTRACTOR.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

PALM SPRINGS ANIMAL CARE FACILITY
CITY PROJECT NO. 07-24

The Work is generally described as follows:

Provide all materials, supplies, services, equipment and manpower necessary to complete the grading, landscaping, irrigation, fencing, lighting, street improvements, and general building construction work, bonds and insurance for the Palm Springs Animal Care Facility project as detailed in the Plans & Specifications entitled "City of Palm Springs Animal Care Facility, City Project No. 07-24".

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty) the Contractor shall pay the City the sum of $500 for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 - CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s).

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule, the Schedule of Values, List of Subcontractors, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers _____ to _____, inclusive, and all Change Orders, and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 - PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or the City as provided in the General Conditions.

ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

ATTEST: CITY OF PALM SPRINGS, CALIFORNIA

By_____

City Clerk

Minute Order No. _____ Date_____

APPROVED AS TO FORM:

Agreement No_____

By _____

City Attorney

Date _____

CONTENTS APPROVED:

By _____

Owner's Representative

Date_____

By _____

City Manager

Date _____

APPROVED BY THE CITY COUNCIL:

CONTRACTOR: Check one: ____ Individual _____Partnership _____ Corporation

Corporations require two notarized signatures: One from each of the following: A. Chairman of Board, President, or any Vice President **AND** B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

By _____
SIGNATURE NOTARIZED

Name: _____

Title: _____

Address: _____

State of _____
County of _____

On _____ before me _____
personally appeared _____

_____
personally known to me (or 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.

WITNESS my hand and official seal.

_____
Notary Signature

Notary Seal:

By _____
SIGNATURE NOTARIZED

Name: _____

Title:_____

Address:_____

State of _____
County of _____

On _____ before me _____
personally appeared _____

_____
personally known to me (or 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.

WITNESS my hand and official seal.

_____
Notary Signature

Notary Seal:

WORKER'S COMPENSATION CERTIFICATE

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

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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor:_____

By:_____

Title:_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

And _____ as Surety,
are held firmly bound unto the City of Palm Springs, a charter city, organized and existing in the County of Riverside, California, hereinafter called the "City," in the sum of:

_____ dollars,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

PALM SPRINGS ANIMAL CARE FACILTY
CITY PROJECT NO. 07-24

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of_____, 200_.

CONTRACTOR:

(Check one: _____individual, _____partnership, _____corporation)

By

_____
signature
(NOTARIZED)

Print Name and Title:

_____

By

_____
Signature
(NOTARIZED)

Print Name and Title:

_____

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

SURETY:

_____

By

_____

Title

_____
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

And _____ as Surety,
are held firmly bound unto the City of Palm Springs, a charter city, organized and existing in the County of Riverside, State of California, hereinafter called the "City," in the sum of:

_____
_____ dollars,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

PALM SPRINGS ANIMAL CARE FACILITY
CITY PROJECT NO. 07-24

NOW THEREFORE, if said Contractor, its subcontractors, its heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252, inclusive, of the Civil Code of the State of California and acts amendatory thereof, and Sections of other Codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, or corporations so furnishing said materials, provisions, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, or corporation renting or hiring implements or machinery or power for, or contributing to, said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said surety will pay the same in an amount not exceeding the sum hereinbefore set forth, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee as shall be fixed by the Court. This Bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of said alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20__.

CONTRACTOR:

_____

(Check one: _____individual, _____partnership, _____corporation)

By

_____
signature
(NOTARIZED)

Print Name and Title:

_____

By

_____
signature
(NOTARIZED)

Print Name and Title:

_____

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

SURETY:

_____

By_____

Title _____
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CERTIFICATE OF INSURANCE

THIS CERTIFICATE ISSUED TO THE OWNER/AGENTS LISTED BELOW DESIGNATED BY THE CONTRACT WITH THE INSURED

NAME AND ADDRESS OF INSURED	**INSURANCE COMPANIES AFFORDING COVERAGE** COMPANY A B C D
TYPE OF WORK PERFORMED AND LOCATION	

Company Letter	TYPE OF INSURANCE	POLICY NUMBER		LIMITS OF LIABILITY IN THOUSANDS (x1000)		
					EACH OCCURREN	AGGREGA
	COMPREHENSIVE GENERAL LIABILITY Including: ☐ EXPLOSION AND COLLAPSE ☐ UNDERGROUND DAMAGE ☐ PRODUCTS/COMPLETED OPERATIONS ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY PROPERTY DAMAGE or BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $	$ $ $
				PERSONAL INJURY	$	
	COMPREHENSIVE AUTOMOBILE LIABILITY Including: ☐ OWNED ☐ HIRED ☐ NON-OWNED ☐ MOTOR CARRIER ACT			BODILY INJURY EACH PERSON EACH ACCIDENT PROPERTY DAMAGE or BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $	
	EXCESS LIABILITY Including: ☐ EMPLOYER'S LIABILITY			BODILY INJURY AND PROPERTY DAMAGE	$	

				COMBINED
	WORKER'S COMPENSATION and EMPLOYER'S LIABILITY Including: ☐ LONG SHOREMEN'S AND HARBOR WORKERS			STATUTORY EL $ (EACH ACCIDENT)
	OTHER ADDITIONAL INSURED ENDORSEMENT – CITY OF PALM SPRINGS			

The undersigned certifies that he or she is the representative of the above-named insurance companies, that he or she has the authority to execute and issue this certificate to Certificate Holder, and accordingly, does hereby certify on behalf of said insurance companies that policies of insurance listed above have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to at the terms, exclusions, and conditions of such policies. Copies of the policies shown will be furnished to the Certificate Holder upon request.

This Certificate does not amend, extend, or alter the coverage afforded by the policies listed.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the below-named certificate holder:

NAME AND ADDRESS OF ADDITIONAL INSURED	DATE ISSUED _____ BY_____ AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANIES AFFORDING COVERAGE _____ ADDRESS

CONTRACT ADMINISTRATION FORMS

NOTICE OF AWARD

Date: _____, 20 _____.

To: _____
(Bidder)

Address: _____

Project: Palm Springs Animal Care Facility

City's Project No. 07-24

Contract for _____

You are hereby notified that your Bid dated _____ , 20___for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above-named project.

The Bid Price of your contract is _____
_____ Dollars.

Three copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award; that is, by: _____ 20 ___

1. You must deliver to the City three fully executed counterparts of the Agreement, including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver with the executed Agreement, the Payment and Performance Bonds and the Insurance Certificate as specified in the Instructions to Bidders, the General Conditions (Article 5), and the Supplementary General Conditions.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 15 days after you comply with the foregoing conditions, the City will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF PALM SPRINGS

By_____

Title _____

WORK DIRECTIVE CHANGE

No.____

PROJECT: Palm Springs Animal Shelter

CONTRACTOR:

CONTRACT FOR: .

DATE OF ISSUANCE: _____

CITY PROJECT NO. – 07-24

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments: (list documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change
Order based thereon will involve one of the following methods of determining the effect of the change(s):

Method of determining change in Contract Price:

- ☐ Time and Materials
- ☐ Unit Prices
- ☐ Cost plus fixed fee
- ☐ Other

Estimated increase (decrease) in Contract Price:
$ _____
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Time:

- ☐ Contractor's records
- ☐ Engineer's records
- ☐ Other ___

Estimated increase (decrease) in Contract Time:
_____days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:

By _____
Owner's Representative

CITY OF PALM SPRINGS:

By _____

CHANGE ORDER

PROJECT TITLE: Palm Springs Animal Shelter

CITY PROJECT NO. 07-24

CONTRACT NO. A

CONTRACT DATE:

CONTRACTOR.

The following changes are hereby made to the Contract Documents:

Justification:

CHANGE TO CONTRACT PRICE

Original Contract Price: $

Current Contract price, as adjusted by previous Change Orders: $

The Contract Price due to this Change Order will be [increased] [decreased] by $ The new

Contract Price due to this Change Order will be: $

CHANGE TO CONTRACT TIME

The Contract Time will be [increased] [decreased] by _ calendar days.

The date for completion of all work under the contract will be:

Approvals Required:

To be effective, this order must be approved by the Owner if it changes the scope of the objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested by _____ date _____

Recommended by _____ date_____

Ordered by _____ date _____

Accepted by_____ date _____

Contractor acknowledges and agrees, on behalf of Contractor, all Subcontractors and all Suppliers, that, except as provided above, the stipulated compensation provided for in this Change Order includes payment for all work contained in this Change Order, plus all payments for interruption of schedules, incremental extended overhead costs, acceleration costs, delay and all impact, ripple effect or cumulative impact on all other work under this Contract. In addition, Contractor agrees that this Change Order comprises the total compensation due Contractor, and all Subcontractors and all Suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work, except for the additional time related issues noted above, if required.

UNCONDITIONAL WAIVER
AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262(d)2]

The undersigned has been paid and has received a progress payment in the sum of:
$ _____ for labor, services, equipment, and material furnished to:

_____
(Your customer)

on the job of _____
(Owner)

located at _____
(Job Description)

and does hereby waive and release pro tanto* any mechanic's Lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to:

_____ through _____

only and does not cover any retention or items furnished after that date.

Dated _____

_____
(Company Name)

By _____
(Title)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

* For so much; for as much as may be; as far as it goes.

REQUEST FOR ADJUSTMENT
OF RETAINAGE

PROJECT TITLE: Palm Springs Animal Shelter

CITY PROJECT NO. 07-24

PROJECT MANAGER: _____

CONTRACT NO. _____

PROJECT REPRESENTATIVE: _____

CONTRACTOR: _____

The Contractor,_____, hereby requests that the percentage of progress payment estimates retained by the City of Palm Springs under the provisions of the Contract Documents be REDUCED to _____ % DISCONTINUED.
(Delete inapplicable term)

By: _____
Contractor Representative
Date

The Surety on the Performance Bond for said Project

hereby approves the foregoing request.

Power of Attorney
must be attached
to original copy

by: _____
Attorney-in-fact Date

Approval IS/IS NOT recommended: The percentage of completion as of _____, 20 __is ___ %, and the present percentage of elapsed time as of _____, 20 _ is ____ %.

by_____
Project Representative Date

_____
Approval IS/IS NOT recommended:

by _____
Project Manager Date

_____
APPROVED/DISAPPROVED

by _____
For the City of Palm Springs
Date

CONSENT OF SURETY
FOR FINAL PAYMENT

Project: Palm Springs Animal Shelter

Location: Palm Springs

City Project No. 07-24

Type of Contract: _____

Amount of Contract: _____

In accordance with the provisions of the above-named contract between the City and the Contractor, the following named surety:

_____

_____

on the Payment Bond of the following-named Contractor:

_____

_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the City of Palm Springs, California, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____ , 20__.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

TITLE _____
(Corporate Seal)

CITY OF PALM SPRINGS

PART II - CONDITIONS OF THE CONTRACT

General Conditions of the Contract
Supplementary General Conditions

GENERAL CONDITIONS OF THE CONTRACT

No.	Article
1	Definitions
2	Preliminary Matters
3	Contract Documents: Intent, Amending, and Reuse
4	Availability of Lands; Subsurface and Physical Conditions; Reference Points
5	Bonds and Insurance
6	The Contractor's Responsibilities
7	Other Work
8	The City's Responsibilities
9	The Engineer's Status During Construction
10	Changes in the Work
11	Change of Contract Price
12	Change of Contract Time
13	Warranty and Guarantee; Tests and Inspections; Correction, Removal, or Acceptance of Defective Work
14	Payments to the Contractor and Completion
15	Suspension of the Work and Termination
16	Dispute Resolution
17	Miscellaneous
18	California State Requirements

* * * * *

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

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

Application for Payment - The form accepted by the OWNER'S REPRESENTATIVE which is to be used by the CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Architect - Reference in these documents to Architect shall be Swatt/Miers Architects.

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

Beneficial Use or Occupancy - Placing all or any portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion for all of the Work.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be performed.

Bidding Documents - The Notice Inviting Bids, Instructions to Bidders, the Bid Form and the accompanying Bid Schedules or Bid Sheets, List of Subcontractors, Non-Collusion Affidavit, Bid Security or Bond, Affirmative Action Program, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bidding Requirements - The Notice Inviting Bids, Instructions to Bidders, and the Bid Form and the accompanying Bid Schedule or Bid Sheets, List of Subcontractors, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bond, Affirmative Action Program.

Bonds - Bid, Performance, and Payment bonds and other security instruments which protect the CITY against financial loss due to inability or refusal of the CONTRACTOR to perform its Contract.

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

CITY - The CITY of Palm Springs, a charter city organized and existing in the County of Riverside, State of California, sometimes referred to as the CITY or the OWNER.

Completion - Completion of the Work shall be the date of such acceptance of the Work by the CITY, as provided under California Civil Code Section 3086.

Consultant - The ENGINEER, ARCHITECT, or ARCHITECT-ENGINEER firm and their designated representatives acting under contract to the CITY, acting on behalf of the CITY of Palm Springs as their authorized representative within the scope of authority defined in their contract with the CITY

Contract Documents - Unless otherwise defined in the Agreement or Supplementary General Conditions, the Contract Documents shall comprise the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule, List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, Affirmative Action Program, the Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions, Technical Specifications, Drawings, and all Addenda, Change Orders, and Work Change Directives executed pursuant to the provisions of the Contract Documents, together with all Field Orders and ARCHITECT's written interpretations and

clarifications issued pursuant to Article 3.4 and paragraphs 3.4b.1 and 3.4b.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to Article 6.12 and paragraphs 6.12c and the reports and drawings referred to in paragraphs 4.2a.1 and 4.2b.2 are NOT Contract Documents.

Contract Price - The moneys payable by CITY to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 14.11b in the case of Unit Price Work).

Contract Times - The number of successive calendar days as stated in the Contract Documents for the completion of the Work to achieve Substantial Completion and so that it is ready for final payment as evidenced by the ARCHITECT's written recommendation of final payment in accordance with Article 11 and paragraph 14.11b.

Contract Unit Price - The price quoted by the Bidder for performing or furnishing each item of work to be paid for on the basis of unit prices.

CONTRACTOR - The person, firm, or corporation with whom the CITY has entered into the Agreement.

CONTRACTOR's Project Representative - CONTRACTOR's representative for the project through whom all matters addressed to the CONTRACTOR regarding the project shall be directed. This individual and the CITY's Owner's Representative, the ARCHTIECT's, or the Consultant's Project Representative shall be the only 2 individuals who shall have the authority to provide direction/receive authorization on matters pertaining to the Project.

Cost of Work - The term Cost of Work (determined as provided in Articles 11.2, 11.3 and 11.4, herein) shall mean the sum of all costs necessarily incurred and paid for by the CONTRACTOR for labor, materials, and equipment in the proper performance of the Work, plus the CONTRACTOR's fee for overhead and profit (determined as provided in Article 11.2, herein) (referred to in Caltrans Standard Specifications as "Force Account" work).

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

Daily Work Reports - Cost isolation reports detailing all costs of extra work, disputed work, emergency work, or other work paid for on a force account basis and the cost of other operations. A record of daily costs separate and distinct from the daily costs of other work on the project for which a contract price has been established.

Defective Work - An adjective, which when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the ARCHITECT's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at the time of Substantial Completion in accordance with Article 14.7 or 14.8).

Drawings/Contract Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the location, nature, extent, and scope of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ARCHITECT and are referred to in the Contract Documents. Shop drawings are NOT Drawings or Contract Drawings as so defined.

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

End of Contract - The End of the Contract shall be identified as being that day when the Work should be completed based upon the predefined contract period as indicated in the Contract Documents plus any time extensions granted by the CITY.

ENGINEER - The ENGINEER shall mean the Architect.

ENGINEER's Estimate - On lump-sum projects, the ENGINEER's estimate shall mean estimated contract price of the completed project.

Field Order - A written order issued by the ARCHITECT OR OWNER'S REPRESENTATIVE which orders minor changes in the Work in accordance with Article 9.5 but which does not involve a change in the Contract Price or the Contract Times.

Final Payment - Final payment shall be the last progress payment, less any specified retainage, authorized after completion and acceptance of the Work by the CITY in accordance with the provisions of California Civil Code Section

3086(c). Release of retainage cannot be made until 30 to 45 days after acceptance of the Work and recording of a Notice of Completion by the CITY.

General Requirements - Sections of Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 25117 et. seq. of the California Health and Safety Code. RCRA hazardous waste shall have the meaning provided in Section 25120.2 of the California Health and Safety Code, and Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Liquidated Damages - The dollar amount per day specified in the Agreement that the CONTRACTOR shall pay to the CITY for each and every day that the Work remains incomplete following the date of Completion specified in the Contract Documents; FIVE HUNDRED DOLLARS ($500.00).

Liens – Mechanic's lien, stop notice, or bond right or any right against labor, services, equipment, or material furnished in connection with any project in which the claimant has bond or lien rights as defined in California Civil Code 3262.

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

Notice of Completion - The legal document filed by the CITY with the Riverside County Clerk after the project has been accepted by the CITY of Palm Springs CITY Council. This document begins the notification period when those firms or individuals who have submitted a Preliminary Notice for the project will be on notice that the project has been accepted as complete by the CITY .

Notice to Proceed - A written notice issued by the CITY to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract Times will commence to run authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time, and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.

OWNER - The CITY of Palm Springs, or any subdivision thereof, herein referred to as the CITY, with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Use by the CITY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work. A written Notice of Partial Utilization will be issued to the CONTRACTOR when such occurs.

RCRA Hazardous Waste - The term RCRA hazardous waste shall have the meaning provided in Section 25120.2 of the California Health and Safety Code.

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

Project Representative - The person named in the Supplementary General Conditions as the authorized representative of the CITY, or the OWNER'S REPRESENTATIVE, or the Consultant who may be assigned to the site or any part thereof. All liaison between the CONTRACTOR and the CITY shall be directed through the Project Representative.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Resident Project Representative/Project Representative - (See Project Representative)

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

Schedule of Values - Cost value of individual Work activities comprising a lump sum contract; A breakdown of a lump sum project into unit values to serve as a basis for estimating the value of the Work completed to facilitate the making of progress payments to the CONTRACTOR. The unit values in a schedule of values are for convenience only, and are not intended for the purpose of pricing change orders.

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

the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier or manufacturer and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of all of Part I: Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement, bonds, and certificates; Part II: General and Supplementary General Conditions of the Contract; and Part III: Technical Specifications consisting of the written technical descriptions of materials, equipment, construction systems, methods, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Standard Specifications - The Standard Specifications, where applicable, shall be as identified in the Supplementary General Conditions.

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

Substantial Completion -Refers to the Work (or a specified part thereof) that has progressed to the point where, in the opinion of the ARCHITECT, and as evidenced by ARCHITECT's definitive recommendation to the CITY that the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantial Completion and "substantially complete" and "substantially completed" as applied to any Work shall mean Substantial Performance of the Contract, hereunder, as defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

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

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

Technical Specifications - The technical sections of the Specifications, comprising all of the Sections contained in Part III of the Specifications defined herein.

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

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

Work Change Directive - A written directive to the CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ARCHITECT, ordering immediate commencement of work on an addition, deletion, or revision of in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies as provided in the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and insurance policies or certificates as the CONTRACTOR may be required to furnish in accordance with Article 5.1.

2.2 Copies of Documents:

The CITY shall furnish to the CONTRACTOR up to 5 copies (unless otherwise specified in the Supplementary General Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times; Notice to Proceed:

The Contract Times shall commence to run on the day indicated in the Notice to Proceed or, if no Notice to Proceed is issued, on the thirtieth day after the Effective Date of the Agreement. CONTRACTOR shall have 395 calendar days from date to proceed found on the Notice to Proceed to complete the project.

2.4 Starting the Project:

A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.5 Starting the Work:

The CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.6 Before Starting Construction:

a. Before undertaking each part of the Work, the CONTRACTOR shall carefully review the Contract Documents and check all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ARCHITECT any conflict, error, ambiguity, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ARCHITECT before proceeding with any Work affected thereby; however, the CONTRACTOR shall not be liable to the CITY or the ARCHITECT for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents, unless the CONTRACTOR knew or reasonably should have known thereof.

b. Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to the ARCHITECT for review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the Work;

2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

3. On lump sum contracts, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

c. Within 15 calendar days after receipt of Agreement forms from the CITY, the CONTRACTOR shall deliver to the CITY, certificates of insurance (and other evidence of insurance which the CITY or any additional insured may reasonably request) which the CONTRACTOR is required to purchase and maintain in accordance with Articles 5.3, 5.4 and 5.5.

2.7 Preconstruction Conference:

Before any Work at the site is started, a conference attended by the CONTRACTOR, the ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Article 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.8 Initially Acceptable Schedules:

Unless otherwise provided in the Contract Documents, at least 10 days before submission of the first Application for Payment a conference attended by the CONTRACTOR, the ARCHITECT, and others as appropriate will be held to review for acceptability to the ARCHITECT as provided below the schedules submitted in accordance with Article 2.6. The CONTRACTOR shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the CONTRACTOR until the schedules are submitted to and are acceptable to the ARCHITECT as provided below. The construction schedule will be acceptable to the ARCHITECT as providing an orderly progression of the Work to completion and within the Contract Times, but such acceptance will neither impose on the ARCHITECT the responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve the CONTRACTOR from the CONTRACTOR's full responsibility therefor. The CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ARCHITECT as providing a

workable arrangement for reviewing and processing the required submittals. The CONTRACTOR's Schedule of Values, where required hereunder, shall be acceptable to ARCHITECT as to form and substance.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Contract Documents:

The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the place of the Project.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials, or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be as issued by the ARCHITECT as provided in Article 9.4.

3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

a. Reference to standards, specifications, manuals, or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

b. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any Supplier, the CONTRACTOR shall report it to the ARCHITECT in writing at once, and the CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.10e) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Article 3.4; provided, however, that the CONTRACTOR shall not be liable to the CITY or the ARCHITECT for failure to report any such conflict, error, ambiguity or discrepancy unless the CONTRACTOR knew or reasonably should have known thereof.

c. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in Article 3.4, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

d. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of the CITY, the CONTRACTOR, or the ARCHITECT , or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CITY, the ARCHITECT or any of the ARCHITECT's Consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.9 or any other provision of the Contract Documents.

e. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ARCHITECT as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract

Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the ARCHITECT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Article 9.9 or any other provision of the Contract Documents.

3.4 Amending and Supplementing Contract Documents:

a. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. By formal Written Amendment,
2. By Change Order, (pursuant to paragraph 10.1d), or
3. By Work Change Directive. (pursuant to paragraph 10.1a).

b. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. By Field Order (pursuant to Article 9.5),
2. By the ARCHITECT's approval of a Shop Drawing or Sample (pursuant to Article 6.12, or
3. By the ARCHITECT's written interpretation or clarification (pursuant to Article 9.4).

3.5 Order of Precedence of Contract Documents:

a. In resolving disputes resulting from conflicts, errors, omissions, ambiguities, or discrepancies in any of the Contract Documents, unless otherwise provided in the Supplementary General Conditions, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Agreement
3. Addenda
4. CONTRACTOR's Bid (Bid Forms)
5. Supplementary General Conditions
6. Notice Inviting Bids
7. Instructions to Bidders
8. General Conditions of the Contract
9. Technical Specifications
10. Contract Drawings
11. Referenced Standard Specifications
12. Referenced Standard Drawings

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

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings
5. Contract drawings govern over shop drawings

3.6 Reuse of Documents:

The CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY, (i), shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the ARCHITECT or the ARCHITECT's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the ARCHITECT or the ARCHITECT's Consultant, and (ii), shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the CITY and the ARCHITECT and specific written verification or adoption by the ARCHITECT.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the ARCHITECT prior to said use; and, neither the CITY nor the ARCHITECT shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

4.2 Subsurface and Physical Conditions:

a. Reports and Drawings: Reference is made to the Supplementary General Conditions for identification of:

1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by the ARCHITECT in the preparation of preparing the Contract Documents; and

2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by the ARCHITECT in preparing the Contract Documents.

b. The CONTRACTOR may rely upon the general accuracy of specified "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is specifically identified in the Supplementary General Conditions. Except for such reliance on such specified "technical data," the CONTRACTOR may not rely upon nor make any claim against the CITY, the ARCHITECT, nor any of the ARCHITECT's Consultants with respect to:

1. the completeness of such reports and drawings for the CONTRACTOR's purposes; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. Any CONTRACTOR's interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

c. Existing structures: Reference is made to the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Article 4.4, herein) which are at or contiguous to the site that have been utilized by the ARCHITECT in the preparation of the Contract Documents.

4.3 Differing Site Conditions:

a. If the CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, delineated in the Contract Documents, or

2. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then:

b. The CONTRACTOR, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, shall notify the CITY and the ARCHITECT in writing about such condition. The CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith until receipt of written order to do so.

c. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference.

d. The CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:

1. The CONTRACTOR knew of the existence of such conditions at the time The CONTRACTOR made a final commitment to the CITY in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

2. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for the CONTRACTOR prior to the CONTRACTOR's making such final commitment; or

3. The CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.3b.

e. If the CITY and the CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, the CITY, the ENGINEER and the ARCHITECT's Consultants shall not be liable to the CONTRACTOR for any claims, costs, losses or damages sustained by the CONTRACTOR on or in connection with any other project or anticipated project.

f. The CONTRACTOR's failure to give written notice of differing site conditions within 5 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.4 Reference Points:

a. The CITY will provide one bench mark, near or on the site of the WORK, and will provide 2 points near or on the site from which the CONTRACTOR may establish a base line for alignment control. Unless otherwise specified in the General Requirements of the Technical Specifications, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.

b. The CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ARCHITECT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and/or relocation because of necessary changes in grades or locations, and shall be responsible for the accurate placement or relocation of such reference points by professionally qualified personnel.

4.5 Hazardous Waste

a. As provided in Article 18.17, herein, in any public works contract of the CITY which involves digging of trenches or other excavations that extend deeper than 1.2 meters (4 feet) below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

b. The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the Contract.

c. That, in the event that a dispute arises between the public entity and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

a. The CITY will be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The CITY shall not be responsible for any such materials brought to the site by the CONTRACTOR, its Subcontractors, Suppliers, or anyone else for whom the CONTRACTOR is responsible.

b. The CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.10e), and (ii) notify the CITY and the ARCHITECT (and thereafter confirm such notice in writing). The CITY shall promptly consult with the ARCHITECT concerning the necessity for the CITY to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the CITY has obtained any required permits related thereto and delivered to the CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If the CITY and the CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by the CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

c. If after receipt of such special written notice the CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the CITY may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If the CITY and the CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. The CITY may have such deleted portion of the Work performed by the CITY's own forces or others in accordance with Article 7.

d. To the fullest extent permitted by Laws and Regulations, the CITY shall indemnify and hold harmless the CONTRACTOR, its Subcontractors, the ARCHITECT, the ARCHITECT's Consultants, and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 4.6d shall obligate the CITY to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

e. The provisions of Article 4.2 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment, and Other Bonds:

a. Upon receiving a Notice of Award, the CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. If required under the Supplementary General Conditions, a Correction and Repair Bond shall be provided for all Work; said Correction and Repair Bond shall cover a period of not less than one year and shall be by a separate surety company. Where a separate Correction and Repair Bond is not required, the Performance Bond shall be written to remain in effect at least until one year after the date of Substantial Completion/Notice of Completion as applicable, except as otherwise provided by Law or Regulation or by the Contract Documents; provided, that after the date of Substantial Completion/Notice of Completion, as applicable, the amount of said Performance Bond, at the discretion of the CITY, may be reduced to the amount set forth in the Supplementary General Conditions. The premiums upon all such bonds shall be paid by the CONTRACTOR.

b. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, or it ceases to meet the requirements of Article 5.1, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, both of which must be acceptable to the CITY.

5.2. Licensed Sureties and Insurers; Certificates of Insurance:

a. All Bonds and insurance required by the Contract Documents to be purchased and maintained by the CITY or the CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions, or required by law, whichever is greater, and shall endorse the CITY, the ENGINEER, and the CITY's Consultants for the project as additional insured." All insurance shall be maintained continuously during the life of the Agreement up to the date of Substantial Completion/Notice of Completion, as applicable, pursuant to acceptance of the WORK by the CITY, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

b. The CONTRACTOR shall furnish the CITY with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for each of the following listed insurance coverages. In addition, each party named as an additional insured shall be provided with an original copy of the policy endorsement naming them as an additional insured (subject to any customary exclusion in respect of professional liability) under the CONTRACTOR's policies of insurance required under the Contract. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the CITY by Certified Mail. All such insurance shall remain in effect until the date of Substantial Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with paragraph 13.4d, herein. In addition, the Insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the CITY, the ARCHITECT, the CITY's Consultants for the project and their officers, agents, and employees as "additional insureds" under the policies:

1. Worker's Compensation Insurance Requirements: This insurance shall protect the CONTRACTOR, the CITY, the ARCHITECT, and the CITY's Consultants for the project against all claims under applicable state Worker's Compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR, the CITY, the ARCHITECT, and the CITY's Consultants for the project against all claims arising from injuries to persons other than its employees or damage to the property of the CITY or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or subcontractors, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The policy shall also include protection against claims: insured by customary personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions of the General Conditions. To the extent that the CONTRACTOR's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusions relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the CITY and the ARCHITECT against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles. Said insurance shall cover the operation onsite or offsite of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The CONTRACTOR shall either require each of its sub-contractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR's own policy in like amount.

5. Builder's Risk: This insurance shall be of the "all risk" type, and unless otherwise specified in the Supplementary General Conditions, shall be written in completed value form, and shall protect the

CONTRACTOR, the CITY, the ARCHITECT, and the CITY's Consultants for the project against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's Risk insurance shall provide for losses to be payable to the CONTRACTOR, the CITY, the aRCHITECT, and the CITY's Consultants as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the CITY, the ARCHITECT, and the CITY's Consultants. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

c. The original or a certified copy of each insurance policy and endorsements thereto shall be deposited with the CITY prior to execution of the Agreement. Specific language of the policy shall be subject to approval of the CITY.

5.3 Policy Requirements:

a. The insurance provided by the CONTRACTOR hereunder shall be (1) with companies licensed to do business in the state of California, (2) with companies with a Best's Financial Rating of VII or better, and (3) with companies with a Best's General Policy Policyholders Rating of not less than A, except that in case of Worker's Compensation Insurance, participation in the State Fund, where applicable, is acceptable.

b. Insurance policies required hereunder which are required to have the CITY, the ARCHITECT, and the CITY's Consultants for the project named as additional insured shall, (1) include a provision that the policies are primary and do not participate with nor are excess over any other valid and collectible insurance, (2) include a waiver of subrogation against the CITY, its agents and employees, (3) for Builders All Risk Insurance, provide for deductible amounts not exceeding 5 percent of the insurable values of the WORK of the CONTRACTOR for the perils of all risks of physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, flood, and acts of God as defined in Public Contract Code Section 7105, and claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.4 Liability Insurance:

In addition to the insurance required to be provided by the CONTRACTOR under Article 5.2, the CITY, at the CITY's option, may purchase and maintain at the CITY's expense the CITY's own liability insurance as will protect the CITY against claims which may arise from operations under the Contract Documents.

5.5 Property Insurance:

The CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by the CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.6 Waiver of Rights:

a. The CITY and the CONTRACTOR intend that all policies purchased in accordance with Article 5.5 will protect the CITY, the CONTRACTOR, Subcontractors, the ARCHITECT, the ARCHITECT's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. The CITY and the CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, the ARCHITECT, the ARCHITECT's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by the CITY as trustee or otherwise payable under any policy so issued.

b. In addition, the CITY waives all rights against the CONTRACTOR, Subcontractors, the ARCHTIECT, the ARCHITECT's Consultants and the officers, directors, employees and agents of any of them, for:

1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the CITY's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by the CITY; and

2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by the CITY during partial utilization pursuant to Article 14.8, after substantial completion pursuant to Article 14.7 or after final payment pursuant to Article 14.11.

c. Any insurance policy maintained by the CITY covering any loss, damage or consequential loss referred to in this paragraph 5.6b shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of the CONTRACTOR, Subcontractors, the ARCHITECT, the ARCHITECT's Consultants and the officers, directors, employees and agents of any of them.

5.7 Receipt and Application of Insurance Proceeds

a. Any insured loss under the policies of insurance required by Article 5.5 will be adjusted with the CITY and made payable to the CITY as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.7b. The CITY shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

b. The CITY as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the CITY's exercise of this power. If such objection be made, the CITY as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the CITY as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, the CITY as fiduciary shall give bond for the proper performance of such duties.

5.8 Acceptance of Bonds and Insurance; Option to Replace:

If either party (the CITY or the CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6c. the CITY and the CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the CONTRACTOR, such insurance in the name of the CONTRACTOR, or subcontractor, as the CITY may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the CONTRACTOR under this Contract party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.9 Partial Utilization -- Property Insurance:

If the CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Article 14.8; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 -- THE CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,

and procedures of construction, but the CONTRACTOR shall not be responsible for the negligence of others in the design or selection specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the contract documents. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.

6.2 Labor, Materials , and Equipment:

a. The CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. Except in connection with as otherwise required for the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the CITY's written consent given after prior written notice to the ARCHITECT. If the CONTRACTOR performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the CITY any additional cost incurred by the CITY as a result of such work.

b. Unless otherwise specified in the Contract Documents, the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.

6.3 Adjusting Construction Schedule:

The CONTRACTOR shall adhere to the Construction Schedule established in accordance with the provisions of the specifications, as it may be adjusted from time to time as provided in the Contract Documents.

6.4 Concerning Subcontractors, Suppliers, and Others:

a. The CONTRACTOR shall be fully responsible to the CITY and the ARCHITECT for the acts and omissions of its subcontractors and their employees to the same extent as the CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the CITY or the ARCHITECT and any sub-contractor, nor shall it relieve the CONTRACTOR of any liability or obligation under the prime Contract.

b. The CONTRACTOR shall be fully responsible to the CITY and the ARCHITECT for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the CONTRACTOR just as the CONTRACTOR is responsible for the CONTRACTOR's own acts and omissions.

c. The CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the CONTRACTOR.

d. All Work performed for the CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ARCHITECT.

6.5 Permits, License Fees, and Royalties:

a. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis of claims for additional compensation. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

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

c. The CONTRACTOR shall indemnify and hold harmless the CITY from and against all claims, damages, losses, and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any of a particular invention, design, process, product, or device not specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or the ARCHITECT its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Substitute Construction Methods or Procedures:

If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the ARCHITECT. The CONTRACTOR shall submit sufficient information to allow the ARCHITECT, in the ARCHITECT's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents.

6.7 Laws and Regulations:

a. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK.

b. The CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the CITY nor ARCHITECT shall be responsible for monitoring the CONTRACTOR's compliance with any Laws or Regulations.

c. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, the CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

6.8 Taxes:

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

6.9 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the and land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. The, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. the CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the CITY harmless the CITY, the ARCHITECT, the ARCHITECT's Consultant and anyone directly or indirectly employed by any of them from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of any costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the CITY, or other party against the CITY to the extent based on a claim arising out of such owner or occupant against the CITY, the ARCHITECT, or any other party indemnified hereunder to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

6.10 Safety and Protection:

a. During the progress of the Work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. The CONTRACTOR shall leave the site clean and ready for

occupancy by the CITY at Substantial Completion of the Work. The CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

b. The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

c. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss.

d. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.10c caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ARCHITECT or the ARCHITECT's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). the CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the ENGINEER has issued a notice to the CITY and the CONTRACTOR in accordance with Article 14.11 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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

6.11 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications (issued pursuant to Article 9.3) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings shall be available to the ARCHITECT for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings shall be delivered to the OWNERS REPRESENTATIVE for the CITY.

6.12 Shop Drawings and Samples:

See Submittal Procedures Section 01330, Volume II Technical Specifications.

6.13 Continuing the WORK:

The CONTRACTOR shall carry on the WORK and adhere to the construction schedule required to be submitted hereunder during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15.4 or as the CITY and the CONTRACTOR may otherwise agree in writing.

6.14 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY, the ARCHTIECT and the ARCHITECT's Consultants that all Work will be in accordance with the Contract Documents and will not be defective.

6.15 Indemnification:

a. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify and hold harmless the CITY, the ARCHITECT, the ARCHITECT's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages defend, and hold harmless the CITY, the ENGINEER, the CITY's Consultants for the project and their agents, and employees from and against all claims and liability arising under or by reason of the Contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY or the ARCHITECT or the CITY's Consultants for the project.

b. The CONTRACTOR shall reimburse the CITY, the ARCHITECT, and the CITY's Consultants for the project for all costs and expenses,(including but not limited to all fees and charges of engineers, architects, engineers, attorneys, and other professionals and court costs) incurred by said CITY, the ARCHITECT, and the CITY's Consultants for the project in enforcing the provisions of this Article, including all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work.

6.16 Assignment of Contract:

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

ARTICLE 7 – OTHER WORK

7.1 Related Work at Site:

a. The CITY may perform other work related to the Project at the site by the CITY's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.

b. The CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract or the CITY, if the CITY is performing the additional work with the CITY's employees), proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

c. If any part of the CONTRACTOR's work depends, for proper execution or results, upon the work of any such other contractor or utility owner (or the CITY), the CONTRACTOR shall inspect such other work and promptly report to the ENGINEER in writing any delays, defects , or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the CONTRACTOR's Work. The CONTRACTOR's failure to so to report will constitute an acceptance of such other work as fit and proper for integration with the CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

7.2 Coordination:

a. If the CITY contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary General Conditions:

1. The person, firm or, corporation, or other organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified; in the Supplementary General Conditions.

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities shall be as provided.

b. Unless otherwise provided in the Supplementary General Conditions, neither the CITY nor the ENGINEER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – CITY'S RESPONSIBILITIES

8.1 Except as otherwise provided in these General Conditions, the CITY shall issue all communications to the CONTRACTOR through their designated Project Representative.

8.2 The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.3 The CITY's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Articles 4.1, 4.2, and 4.4. The CITY shall identify and make available to the CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by the ARCHITECT in preparing the Contract Documents.

8.4 The CITY's responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.4b.

8.5 In connection with the CITY's right to stop Work or suspend Work, see Articles 13.6, 15.1, and 15.2. deals with the CITY's right to terminate services of the CONTRACTOR under certain circumstances.

8.6 The CITY shall not supervise, direct, or have control or authority over, nor be responsible for, the CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The CITY will not be responsible for the CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.7 The CITY's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in Article 4.6.

ARTICLE 9 -- THE ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 The CITY's Representative:

The ARCHITECT will be the CITY's representative during the construction period.

9.2 Visits to Site:

The ARCHITECT or the ARCHITECTs authorized representative will make visits to the site at intervals appropriate to the various stages of construction as the ARCHITECT deems necessary in order to observe the progress that has been made and the quality of the various aspects of the CONTRACTOR's executed Work.

9.3 Clarifications and Interpretations:

The ARCHITECT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ARCHITECT may determine necessary.

9.4 Authorized Variations in the Work:

The ARCHITECT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on the CITY and also on the CONTRACTOR, who shall perform the Work involved promptly.

9.5 Rejecting Defective Work:

The ARCHITEC, acting through its authorized representative, will have authority to disapprove or reject Work which the ARCHITECT believes to be defective, or that the ARCHITECT believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project.

9.6 Shop Drawings, Change Orders, and Payments:

The ARCHITECT will review all the CONTRACTOR submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in accordance with the procedures set forth in Volume II Section 01330, inclusive, and the General Requirements of the Technical Specifications.

9.7 Determinations for Unit Prices:

The ARCGITECT will determine the actual Price Work performed by the CONTRACTOR. The ARCHITECT will review with the CONTRACTOR, the ARCHITECTR's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The ARCHITECT's written decision thereon will be final and binding upon the CITY and the CONTRACTOR, unless within 10 days after the date of any such decision, either the CITY or the CONTRACTOR delivers to the other and to the ARCHITECT written notice of intention to appeal from the ARCHITECT's decision.

9.8 Decisions on Disputes:

a. The ARCHITECT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to the ARCHITECT in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute, and/or other matter shall be delivered by the claimant to the ARCHITECT and the other party to the Agreement promptly (but in no event later than 30 days) after the start of the occurrence or event giving rise thereto.

b. When functioning as interpreter and judge under Articles 9.7 or 9.8, the ARCHITECT will not show partiality to the CITY or the CONTRACTOR and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the ARCHITECT pursuant to Articles 9.7 or 9.8 with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Article 14.14) will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter pursuant to Article 16.

9.9 Limitations on the ARCHITECT's Authority and Responsibilities:

a. Neither the ARCHITECT's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by the ARCHITECT in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by the ARCHITECT shall create, impose or give rise to any duty owed by the ARCHITECT to the CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

b. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ARCHITECT as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ARCHITECT any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.9c or 9.9d, herein.

c. The ARCHITECT will not supervise, direct, control or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The ARCHITECT will not be responsible for the CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

d. The ARCHTIECT will not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

e. The ARCHITECT's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and approvals and other documentation required to be delivered by Article 14.10 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

f. The limitations upon authority and responsibility set forth in this Article 9.9 shall also apply to the ARCHITECT's Consultants, Project Representative, and assistants.

ARTICLE 10 – CHANGES IN THE WORK

10.1 General:

a. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions, or revisions in the Work; such additions, deletions or revisions will be authorized by a written Change Order or a Work Change Directive issued by the ARCHITECT or the CITY. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved.

b. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

c. The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Article 3.4 except in the case of an emergency as provided in paragraph 6.10e or in the case of uncovering Work as provided in paragraph 13.5b.

d. The CITY and the CONTRACTOR shall, except as otherwise provided, execute appropriate Change Orders recommended by ARCHITECT(or Written Amendments) covering:

1. Changes in the Work which are ordered by the CITY pursuant to paragraph 10.1a; and

2. Changes in the Contract Price or Contract Times which are agreed to by the parties.

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Article 6.13. Change Orders or Work Change Directives, issued in accordance with Section 10.1d (1) above are not required to be executed by the CONTRACTOR unless payment is to be per Section 11.1c (2) herein.

e. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 Allowable Quantity Variations on Unit Price Contracts: NOT USED.

10.3 Increases of More Than 25 Percent on Unit Price Contracts: NOT USED

10.4 Decreases of More Than 25 Percent on Unit Price Contracts: NOT USED

10.5 Eliminated Items on Unit Price Contracts: NOT USED

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 General:

a. The Contract Price constitutes the total compensation (subject to CITY-authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

b. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the ARCHITECT promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ARCHITECT allows an additional period of time to ascertain more accurate

data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the ARCHITECT in accordance with Article 9.7, herein, if the CITY and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.1b.

c. The value of any Work covered by a Change Order or Work Change Directive or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4, herein.

3. On the basis of the Cost of the Work (determined as provided in Articles 11.2 and 11.3, herein), plus the CONTRACTOR's Fee for overhead and profit (determined as provided in Article 11.4, herein).

11.2 Cost of Work (Based on Time, Materials, and Equipment and CONTRACTOR's Overhead and Profit):

a. General: The term "Cost of Work" shall mean the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment plus CONTRACTOR's overhead, and profit in the proper performance of work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project.

b. Labor: The cost of labor used in performing work by the CONTRACTOR, a subcontractor, or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the ARCHITECT that the services of foremen do not constitute a part of the overhead allowance as defined in Article 11.4, herein.

2. To the actual wages, as defined in paragraph 11.2b(1), herein, will be added a labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rates, which is in effect on the date upon which the Work is accomplished and which is hereby included as a part of these General Conditions by this reference thereto. Said labor surcharge shall constitute full compensation for all payments imposed by the State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in paragraph 11.2b(1), herein, and subsistence and travel allowance as specified in paragraph 11.2b(3), herein.

3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

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

c. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether CONTRACTOR or subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.

2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ARCHITECT. Markup except for actual costs incurred in the handling of such materials will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

4. If in the opinion of the ARCHITECT the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim shall be made by the CONTRACTOR for costs, overhead, and profit on such materials.

d. Equipment: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the ARCHITECT. The CONTRACTOR may furnish cost data which might assist the ARCHITECT in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ARCHITECT, be in good working condition and suitable for the purpose for which the equipment is to be used.

2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.

3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

4. Individual pieces of equipment or tools having a replacement value of $200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

5. Rental time will not be allowed while equipment is inoperative due to breakdowns.

e. Equipment on the Work: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

3. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Subparagraphs (4), (5), and (6), following:

4. Payment for the equipment will be made in accordance with the provisions in paragraph 11.2d, herein.

5. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of paragraph 11.2b, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to on behalf of workers other than actual wages.

6. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 11.4, herein.

11.3 Special Services:

a. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the ARCHITECT in making estimates for payment for special services:

1. When the ARCHITECT and the CONTRACTOR, by agreement, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ARCHITECT, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 11.4, herein, an allowance of 5 percent will be added to invoices for special services.

b. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the CITY for review prior to the performance of any work hereunder.

11.4 CONTRACTOR's Overhead and Profit:

a. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ARCHITECT, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2b, c, and d, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	ALLOWANCE
Labor	18 percent
Materials	10 percent
Equipment	10 percent
Sub Contractors (1st tier only)	5 percent

b. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the CONTRACTOR may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5-percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction. No markup allowance will be made for sub-sub-contractors or below.

c. To the sum of the costs and markups provided for in this subsection, except for labor, one percent shall be added as compensation for bonding.

11.5 Records:

a. The CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of each separate item of extra work, disputed work, emergency work, or other work paid for on a Cost of Work basis and the costs of other operations.

b. From the foregoing records, the CONTRACTOR shall furnish the ARCHITECT completed Daily Work Reports, on forms furnished by the CITY, for each day's work or portion of each day's work to be paid for on a Cost of Work basis. The Daily Work Reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, subcontractor, or other forces, except for charges described in Article 11.3, "Special Services." The Daily Work Reports shall provide names or identifications and classifications of all workmen, the hourly rate of pay and hours worked by each, and also the size, type, and identification number of equipment, and the hours operated.

c. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the Daily Work Reports, or if not available, they shall be submitted with subsequent Daily Work Reports. Should said vendor's invoices not be submitted within 60 days after the date of delivery of the material or within 15 days after the acceptance of the Contract, whichever occurs first, the CITY reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities concerned delivered to the location of work less any discounts as provided in paragraph 11.2c, herein.

d. Said Daily Work Reports shall be signed by the CONTRACTOR or its authorized representative.

e. The ARCHITECT will compare his or her records with the completed Daily Work Reports furnished by the CONTRACTOR and make any necessary adjustments. When these Daily Work Reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the CITY.

f. The CONTRACTOR's cost records pertaining to work paid for on a Cost of Work basis shall be open to inspection or audit by representatives of the CITY, during the life of the contract and for a period of not less than 3 years after the date of acceptance thereof, and the CONTRACTOR shall retain such records for that period. Where payment or labor is based on the cost thereof to forces other than the CONTRACTOR, the CONTRACTOR shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the CITY on the same terms and conditions as the cost records of the CONTRACTOR. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the CONTRACTOR will be given a reasonable notice of the time when such audit is to begin.

ARTICLE 12 -- CHANGE OF CONTRACT TIMES

12.1 General:

a. The Contract Times may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times shall be determined by the ARCHITECT in accordance with Article 9.8 if the CITY and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Article 12.1.

b. All time limits stated in the Contract Documents are of the essence of the Agreement.

c. Where the CONTRACTOR is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of the CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Article 12.1. Delays beyond the control of the CONTRACTOR shall include, but not be limited to, acts or neglect by the CITY, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, herein, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of the CONTRACTOR.

d. Where the CONTRACTOR is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both the CITY and the CONTRACTOR, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be the CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the CITY be liable to the CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused

by or within the control of the CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work.

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

13.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the ARCHITECT that all work will be in accordance with the Contract Documents and will not be defective. Neither the right to inspect, nor the presence of inspectors, the ARCHITECT, consultants, or testing agencies hired by the CITY or the ARCHITECT, nor their general review or approval shall relieve the CONTRACTOR from its obligations to perform the WORK in accordance with the Contract Documents. All defective WORK, whether or not in place.

13.2 Notice of Defects:

Prompt notice of all defective Work of which the CITY or the ARCHITECT have actual knowledge will be given to the CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.3 Access to the WORK:

The CITY, the ARCHITECT the ARCHITECT's Consultants, other representatives and personnel of the CITY and the ARCHITECT, independent testing laboratories and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting, and testing. The CONTRACTOR shall provide them with proper and safe conditions for such access and advise them of the CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable..

13.4 Tests and Inspections:

a. The CONTRACTOR shall give the ARCHITECT timely notice of readiness of the WORK for all required inspections, tests or approvals, but in no event less than 24 hours notice. The CONTRACTOR shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

b. The CITY will employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests or approvals covered by paragraph 13.4c below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.5b below shall be paid as provided in said paragraph 13.5b; and

3. as otherwise specifically provided in the Contract Documents.

c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, the CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish the ARCHITECT the required certificates of inspection, or approval. The CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the CITY's and the ARCHITECT's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the WORK

d. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by the CONTRACTOR without written concurrence of the ARCHITECT, it shall, if requested by the ARCHITECT, be uncovered for observation.

e. Uncovering Work as provided in paragraph 13.4d shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ARCHITECT timely notice of the CONTRACTOR's intention to cover the same and the ARCHITECT has not acted with reasonable promptness in response to such notice.

13.5 Uncovering Work:

a. If any WORK is covered contrary to the written request of the ARCHITECT, it shall , if requested by the ARCHITECT, be uncovered for the ARCHITECT's observation and replaced at the CONTRACTOR's expense.

b. If the ARCHITECT considers it necessary or advisable that covered Work be observed by the ARCHITECT, or inspected or tested by others, the CONTRACTOR, at the ARCHITECTs request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the ARCHITECT may require, that portion of the WORK in question, and shall furnish all necessary labor, material, and equipment. If it is found that such Work is defective, the CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others); and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11.

c. The CONTRACTOR shall permit on-site video taping, still photography, or motion picture photography of the construction project. The CITY will notify the CONTRACTOR prior to the commencement of any video taping and/or photography by the CITY personnel and/or its agents and shall make a reasonable effort to give the CONTRACTOR at least 24 hours of its intent to video tape or photograph the project. The CONTRACTOR shall cooperate with and shall coordinate with CITY personnel or their authorized representatives in its efforts to carry out such video taping and/or photography. The CONTRACTOR shall give notice to all employees and subcontractors of such video taping and/or photography to be out of view of the camera, if requested to do so, during video taping and or photographing of the construction project.

13.6 CITY May Stop the WORK:

If the WORK is defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed WORK will conform to the Contract Documents, the CITY, acting independently or through the Project Representative, may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the WORK shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any surety or other party.

13.7 Correction or Removal of Defective WORK:

If required by the ARCHITECT, acting directly or through the Project Representative, the CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by the ARCHITECT, the CONTRACTOR shall remove it from the site and replace it with Work that is not defective. The CONTRACTOR shall pay all claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of the Work of others).

13.8 Correction Period:

a. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY's written instructions: (i) correct such defective WORK, or, if it has been rejected by the CITY, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the CONTRACTOR.

b. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the WORK, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.

c. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Article 13.8, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

d. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall provide a post-construction, correction and repair Performance Bond in the amount of 100 percent of the Contract Price to cover

all correction and repairs or other corrective work required hereunder, and shall maintain such Bond in full force and effect for one full year following the Notice of Completion.

13.9 Acceptance of Defective WORK:

If, instead of requiring correction or removal and replacement of defective Work, the CITY (and, prior to the ARCHITECT's recommendation of final payment, also the ARCHITECT) prefers to accept it, the CITY may do so. The CONTRACTOR shall pay all claims, costs, losses and damages attributable to the CITY's evaluation of and determination to accept such defective WORK (such costs to be subject to approval by the ARCHITECT as to reasonableness). If any such acceptance occurs prior to the ARCHITECT's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the CONTRACTOR to the CITY.

13.10 The CITY May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the ARCHITECT to correct defective Work or to remove and replace rejected Work as required by the ARCHITECT in accordance with Article 13.7, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. In connection with such corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees, the CITY's other contractors and the ARCHITECT and the ARCHITECT's Consultants access to the site to enable the CITY to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the CITY in exercising such rights and remedies will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the CITY of the CITY's rights and remedies hereunder.

ARTICLE 14 – PAYMENTS TO THE CONTRACTOR AND COMPLETION

14.1 Schedule of Values (Lump-Sum Price Breakdown):

The schedule of values or lump-sum price breakdown established as provided for in the Contract Documents shall will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ARCHITECT.

14.2 Unit Price Bid Schedule:

Progress payments on account of Unit Price Work will be based on the number of units completed.

14.3 Application for Progress Payment:

a. Unless otherwise prescribed by law, on a prearranged date each month, the CONTRACTOR shall submit to the ARCHITECT for review, through the Project Representative, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

b. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Value of Materials at the site which have not yet been incorporated into the WORK, and less a deductive adjustment for materials installed which were not previously incorporated into the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

c. The Net Payment Due to the CONTRACTOR shall be the above-mentioned sub-total from which shall be deducted the amount of retainage specified in the Contract Documents, and the total amount of all previous payments made to the CONTRACTOR. All CONTRACTOR payment requests must be accompanied by Conditional Waiver and Release certificates from the CONTRACTOR and all subcontractors and suppliers for whom payment is requested.

d. Except as otherwise provided in the Supplementary General Conditions, the value of Materials Stored at the Site shall be an amount equal to the specified percentage of value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site; provided, that each such individual item of material or equipment has a value of more than $5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Stop Notice claims, charges, security interests, and other encumbrances. and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which must be satisfactory to the CITY.

14.4 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of final payment free and clear of all Stop Notice claims.

14.5 Review of Applications for Progress Payments:

a. Upon receipt of each application for payment, the ENGINEER will either indicate in writing a recommendation of payment and present the Application to the CITY , or return the Application to the CONTRACTOR indicating in writing the ARCHITECT's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and promptly resubmit the Application. Thirty-five days after presentation of the Application for Payment to the CITY with the ARCHITECT's recommendation, the amount recommended will (subject to the provisions of paragraph 14.5b) become due and when due will be paid by the CITY to the CONTRACTOR.

b. The ARCHITECT's recommendation of any payment requested in an Application for Payment will constitute a representation by the ENGINEER to the CITY, based on the ARCHITECT's on-site observations of the executed WORK as an experienced and qualified design professional and on the ARCHITECT's review of the Application for Payment and the accompanying data and schedules, that to the best of the ARCHITECT's knowledge, information and belief the WORK has progressed to the point indicated; the quality of the WORK is generally in accordance with the Contract Documents; and the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the ARCHITECT's responsibility to observe the WORK.

c. The ARCHITECT's recommendation of any payment, including final payment, shall not mean that the ARCHITECT is liable CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of WORK, or for any failure of the CONTRACTOR to perform or furnish WORK in accordance with the Contract Documents.

d. The ARCHITECT may refuse to recommend the whole or any part of any payment if, in the ARCHITECT, subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the ARCHITECT to protect the CITY from loss because:

1. the WORK is defective, or completed WORK has been damaged requiring correction or replacement,

2. the Contract Price has been reduced by Written Amendment or Change Order,

3. CITY has been required to correct defective WORK or complete WORK in accordance with Article 13.10, or

4. The ARCHITECT has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2a.2 through 15.2a.5, inclusive.

e. The CITY may refuse to make payment of the full amount recommended by the ARCHITECT because:

5. claims have been made against the CITY on account of the CONTRACTOR's performance of the WORK or Stop Notices that have been filed pursuant to the provisions of Section 3179 et seq. of the California Civil Code

6. Stop Notices have been filed in connection with the WORK, except where the CONTRACTOR has delivered a Stop Notice Release Bond satisfactory to the CITY to secure the satisfaction and discharge of such Liens,

7. there are other items entitling the CITY to a credit against the amount recommended, as provided in paragraph 14.11c, herein, or

8. the CITY has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.5d.1 through 14.5d.3 or paragraphs 15.2a.2 through 15.2a.5, inclusive;

f. The CITY must give the CONTRACTOR written notice within 5 days (with a copy to the ARCHITECT) stating the reasons for such action and promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the CITY and the CONTRACTOR, when the CONTRACTOR corrects to the CITY's satisfaction the reasons.

14.6 Beneficial Use or Occupancy and Partial Utilization:

a. Partial Utilization: The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the CITY, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

b. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the WORK to be partially utilized shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

c. Beneficial Use or Occupancy: The CITY shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, upon 14 days written notice to the CONTRACTOR. Beneficial occupancy or use shall be subject to the following conditions:

1. The CITY shall use its best efforts to prevent occupancy from interfering with the conduct of the CONTRACTOR's remaining work;

2. The CONTRACTOR shall not be required to repair damage to the premises if the same was caused by the CITY's occupancy or use;

3. The one-year correction period for those portions of the premises occupied and equipment used by the CITY shall start as of the date of actual occupancy or use;

4. Occupancy or use shall not constitute acceptance by the CITY either of the completed work or any portion thereof, nor will it relieve the CONTRACTOR from full responsibility for correcting defective work or materials found before completion and acceptance of all the work during the period specified in Article 13.8, herein;

5. Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Substantial Completion/Notice of Completion or a Cessation of Labor;

6. There shall be no added cost to the CITY due to pre-completion occupancy or use;

7. The CONTRACTOR and its surety shall execute a "No Change in Price" Change Order prepared pursuant to this Article 14.5;

8. Effective 12:01 a.m. standard time at the project site at the date of beneficial occupancy or use stipulated in the Change Order, the CONTRACTOR shall be released from the obligations of maintaining fire and extended coverage insurance covering those portions of the premises occupied by the CITY pursuant to this Article 14, but shall maintain all other insurance required by the Contract in full force and effect. The CITY shall obtain fire and extended coverage insurance or maintain equivalent self-insurance covering those portions of the premises occupied or used pursuant to this Article 14.6.

14.7 Substantial Completion:

a. When the CONTRACTOR considers the entire Work ready for its intended use the CONTRACTOR shall notify the CITY and the ARCHITECT in writing, through the Project Representative, that the entire Work is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the ARCHITECT issue a

Notice of Completion/Substantial Completion. Within a reasonable time thereafter, the CITY, the CONTRACTOR, and the ARCHITECT shall make an inspection of the WORK to determine the status of completion. If the Project Representative and/or the ARCHITECT does not consider the WORK substantially complete, the ARCHTIECT, through the Project Representative will notify the CONTRACTOR in writing, giving the reasons therefor. Upon recommendation of the Project Representative, if the ARCHITECT considers the WORK substantially complete, the ARCHITECT will prepare and deliver to the CITY for its execution and recordation the Notice of Substantial Completion/Notice of Completion signed by the CITY, the ARCHITECT, and the CONTRACTOR, which shall fix the date of Completion. As applicable, there shall be attached to the Notice a list of items to be completed or corrected before release of retainage or funds withheld to secure payment for such items remaining to be completed or corrected. At the time of delivery of the tentative Notice of Substantial Completion the ARCHITECT will deliver to the CITY and the CONTRACTOR a written recommendation as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless the CITY and the CONTRACTOR agree otherwise in writing and so inform the ARCHITECT in writing prior to the ARCHTIECT's issuing the definitive Notice of Substantial Completion, the ARCHTIECT's aforesaid recommendation will be binding on the CITY and the CONTRACTOR until final payment.

b. Completion shall mean Substantial completion, which shall mean substantial performance of the Contract as defined in Black's Law Dictionary 4th Edition, by West Publishing Co., St. Paul Minn., See definition of "Completion" and "Substantial Completion" in Article 1, herein.

c. The CITY shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.8 Partial Utilization:

Use by the CITY at the CITY's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) the CITY, the ARCHITECTG and the CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the CITY for its intended purpose without significant interference with the CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. The CITY at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees that such part of the Work is substantially complete, the CONTRACTOR will certify to the CITY and the ARCHITECT that such part of the Work is substantially complete and request the ARCHITECT to issue a Notice of Substantial Completion for that part of the Work. The CONTRACTOR at any time may notify the CITY and the ARCHITECT in writing that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request the ARCHITECT to issue a Notice of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, the CONTRACTOR and the ARCHITECT shall make an inspection of that part of the Work to determine its status of completion. If the ARCHITECT does not consider that part of the Work to be substantially complete, the ARCHITECT will notify the CITY and the CONTRACTOR in writing giving the reasons therefor. If the ARCHITECT considers that part of the Work to be substantially complete, the provisions of Article 14.7 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Article 5.9 in respect of property insurance.

14.9 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the ARCHITECT will make a final inspection with the CITY and the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment:

After the CONTRACTOR has completed all such correction work referred to in Article 14.7, herein, and delivered corrections to the satisfaction of the ARCHITECT and delivered in accordance with the Contract Documents or other evidence of insurance required by Article 5.4 , certificates of inspection, marked-up record documents (as provided in Article 6.11, and other documents, all as required by the Contract Documents, and after the ARCHITECT has indicated

that the WORK is acceptable, the CONTRACTOR may make application through the Project Representative for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to the CITY) of all Stop Notices arising out of or filed in connection with the WORK. In lieu of such releases or waivers of Liens and as approved by CITY, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the WORK for which the CITY or the CITY's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Stop Notice Release Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.11 Final Payment and Acceptance:

a. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retainage or other withheld funds, as applicable, including the deductions listed in paragraph 14.11c, herein.

b. If, on the basis of the ARCHITECT's observation of the WORK during construction and final inspection, and the ARCHITECT's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ARCHITECT is satisfied that the WORK has been substantially completed, and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ARCHITECT will, within 14 days after receipt of the final Application for Payment, indicate in writing the ARCHITECT's recommendation of payment and present the Application to the CITY for payment. At the same time the ARCHITECT will also give written notice to the CITY and the CONTRACTOR that the WORK is acceptable subject to the provisions of Article 14.14. Otherwise, the ARCHITECT will return the Application to the CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to the CITY of the Application and accompanying documentation, in appropriate form and substance and with the ARCHITECT's recommendation and notice of acceptability, the amount recommended by the ARCHITECT will become due and payable to the CONTRACTOR.

c. After acceptance of the WORK by the CITY's governing body, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Retainage of not less than 5 percent of the contract price, subject to the provisions of Public Contract Code Section 22300.

2. Liquidated damages, as applicable.

3. One and one-half times the value of outstanding items of correction work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the CITY within the time stated on the Notice of Substantial Completion/Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.

14.12 Release of Retainage and Other Deductions:

a. After executing and recording a Notice of Completion, and not less than 35 days thereafter, the CITY will authorize the release to the CONTRACTOR of the retainage funds or securities withheld pursuant to the Agreement, less any deductions to cover pending claims against the CITY pursuant to paragraph 14.5b, herein.

b. During said Stop Notice filing period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Substantial Completion/Notice of Completion. Upon expiration of the 35 days referred to in paragraph 14.12a, the amounts withheld pursuant to the provisions of paragraph 14.11c, herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the CITY within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the CITY under the Contract to cover 1.5 times the value of such remaining uncompleted or uncorrected items.

c. If, through no fault of the CONTRACTOR, final completion of the WORK is significantly delayed and if the ARCHITECT so confirms, the CITY will, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ARCHITECT, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by the CITY for WORK not fully

completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 5.1, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by the CONTRACTOR to the ARCHITECT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.13 CONTRACTOR's Continuing Obligation:

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

14.14 Waiver of Claims:

a. The acceptance by the CONTRACTOR of the final payment referred to in Article 14.11, herein, shall be a release of the CITY and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the CITY or of any person relating to or affecting the WORK, except demands made against the CITY for the remainder, if any, of the amounts kept or retained under the provisions of Article 14.11, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Substantial Completion/ Notice of Completion

b. The making and acceptance of final payment shall constitute:

1. a waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective WORK appearing after final inspection pursuant to Article 14.9, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from the CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of WORK by the CITY:

At any time and without cause, the CITY may suspend the WORK or any portion thereof for a period of not more than 90 ninety days by notice in writing to the CONTRACTOR. The CONTRACTOR and the ARCHITECT will fix the date on which Work will be resumed. The CONTRACTOR shall resume the WORK on receipt from the Project Representative of a Notice of Resumption of WORK. The CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

15.2 Termination of Agreement by the CITY (CONTRACTOR Default):

a. In the event of default by the CONTRACTOR, the CITY may give 10 days written notice to the CONTRACTOR of the CITY's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR upon the occurrence of one or more of the following events:

1. If the CONTRACTOR becomes insolvent, or assigns its assets for the benefit of its creditors;

2. If the CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Article 2.8 as adjusted from time to time pursuant to Article 6.3

3. If the CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

4. If the CONTRACTOR disregards the authority of the ARCHITECT;

5. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

6. If the CONTRACTOR fails to prosecute the WORK according to the approved construction schedule;

7. If the CONTRACTOR fails to provide a qualified, full-time Superintendent or Project Manager at the site, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the CITY may then issue the Notice of Termination.

b. The CITY may, after giving the CONTRACTOR (and the surety) 7 days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by the CITY arising out of or resulting from completing the Work such excess will be paid to the CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY. Such claims, costs, losses and damages incurred by the CITY will be reviewed by the ARCHITECT as to their reasonableness and when so approved by the ARCHITECT incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the Work performed.

c. Where the CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

15.3 Termination of Agreement by the CITY (For Convenience):

Upon 7 days' written notice to the CONTRACTOR, and the ARCHITECT, the CITY may, without cause and without prejudice to any other right or remedy of the CITY, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items) for the following:

1. For completed and acceptable Work executed in accordance with the procedure prescribed for the making of the final application for payment and payment under Article 14.7, herein. Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

4. For reasonable expenses directly attributable to termination.

The CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.4 Termination of Agreement by the CONTRACTOR:

The CONTRACTOR may terminate the Agreement upon 14 days written notice to the CITY, whenever, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or the ARCHITECT fails to act on any Application for Payment within 30 days after it is submitted, or the CITY fails for 30 days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon 7 days' written notice to the CITY and the ARCHITECT, and provided that the CITY or the ARCHITECT does not remedy such suspension or failure within that time, terminate the Agreement and recover from the CITY payment on the same terms as provided in Article 15.3. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the ARCHITECT has failed to act on an Application for Payment within 30 days after it is submitted, or the CITY has failed for 30 days to pay the CONTRACTOR any sum finally determined to be due,

the CONTRACTOR may upon 7 day's written notice to the CITY and the ARCHITECT stop the Work until payment of all such amounts due to the CONTRACTOR, including interest thereon. The provisions of this Article 15.4 are not intended to preclude the CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to the CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

a. Any question about interpretation or clarification, disagreement, or claim that has been timely referred to the ENGINEER in accordance with Article 9.8, except any which have been waived by the making or accepting of final payment, shall upon timely demand of either party be subject to resolution under the following provisions and the provisions of Article 18.18, herein.

b. No demand for arbitration or litigation may be made until the earlier of the following listed times:

1. The date on which the ARCHITECT has issued a written decision as provided in paragraph 9.8a.

2. The sixty-first day after the date of the ARCHITECT's receipt of a claim or dispute, or for an adjustment of contract terms, or both, if a decision has not been issued by that date.

c. Pending a resolution of the claim or dispute, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the ARCHITECT's decision unless the parties to this contract otherwise agree in writing. If and to the extent that CITY and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of Articles 9.7 and 9.8, CITY and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 Title to Materials Found on the WORK:

The CITY shall have the right to retain title to all soils, stone, sand, gravel, and other materials developed and 0obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

17.3 Computation of Times:

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

A calendar day of 24 hours measured from midnight to the next midnight shall constitute one day.

17.4 Right to Audit:

If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the

claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the CITY for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

17.5 Notice of Claim:

Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Article 17.5 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.6 Cumulative Remedies:

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Articles 6.5, 6.8, 6.13, 6.14, 13.2, 13.8, 13.10, 14.4 and 15.2 and all of the rights and remedies available to CITY and ARCHITECT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.7 Professional Fees and Court Costs Included:

Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

ARTICLE 18.0 -- CALIFORNIA STATE REQUIREMENTS

18.1 State Wage Determinations:

a. As required by Sections 1770 and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the CITY, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.

b. The CONTRACTOR shall, as a penalty to the CITY, forfeit $50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him.

18.2 Workers' Compensation:

a. In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to its employees.

b. Prior to beginning work under the Contract, the CONTRACTOR shall sign and file with the CITY the following certification:

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

c. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the CITY, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

18.3 Apprentices on Public Works:

The CONTRACTOR shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works.

18.4 Working Hours:

The CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit $25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any sub-contractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such work receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

18.5 CONTRACTOR Not Responsible For Damage Resulting From Certain Acts of God:

As provided in Section 7105 of the California Public Contract Code, the CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the WORK which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the WORK damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the CITY.The CONTRACTOR shall obtain insurance to indemnify the CITY for any damage to the WORK caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the WORK. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

18.6 Notice of Completion:

In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the WORK by the CITY's governing body, the CITY will file, in the County Recorder's office, a Notice of Completion of the WORK.

18.7 Unpaid Claims:

If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the CITY a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the CITY shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the CONTRACTOR under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the ARCHITECT shall, in its discretion, permit the CONTRACTOR to file with the CITY the bond referred to in Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.

18.8 Concrete Forms, Falsework, and Shoring:

The CONTRACTOR shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the CONTRACTOR shall employ a registered civil engineer for these purposes, and all costs therefor shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents.

18.9 Retainage From Monthly Payments:

Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to insure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank as the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the CITY between the escrow agent and the CITY which provides that no portion of the securities shall be paid to the CONTRACTOR until the CITY has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The CITY will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the CITY of a Notice of Completion. Securities eligible for investment

under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit.

18.10 Public Works Contracts; Assignment to Awarding Body:

In accordance with Section 7103.5 of the California Public Contract Code, the CONTRACTOR and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the 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 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

18.11 Submittal of Bids; Agreement to Assign:

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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 Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by and for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

18.12 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations:

a. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

b. The payroll records enumerated under paragraph 18.12a shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in paragraph 18.12a, herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in paragraph 18.12a, herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 18.12b.2, herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

c. Each contractor shall file a certified copy of the records, enumerated in paragraph 18.12a, herein, with the entity that requested the records within 10 days after receipt of a written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.

e. The CONTRACTOR shall inform the body awarding the contract of the location of the records enumerated under paragraph 18.12a, herein, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

f. In the event of noncompliance with the requirements of this Section, the CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. Should noncompliance still be evident after the 10-day period, the CONTRACTOR shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit 25 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

g. A copy of all payrolls shall be submitted weekly to the OWNER'S REPRESENTATIVE. Payrolls shall contain the full name, address and social security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the CITY or on any form with identical wording. The CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

h. If by the 15th of the month, the CONTRACTOR has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the CITY will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

18.13 Cultural Resources:

The CONTRACTOR's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470 as specified under Section entitled, "Temporary Environmental Controls" of the General Requirements.

18.14 Protection of Workers in Trench Excavations:

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 1.5 meters (5 feet) or more in depth, the CONTRACTOR shall submit for acceptance by the CITY or by a registered civil or structural engineer, employed by the CITY, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefor shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the CITY, the ARCHITECT, or any of their officers, agents, representatives, or employees.

18.15 Travel and Subsistence Pay:

a. As required by Section 1773.8 of the California Labor Code the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the WORK, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Article.

b. To establish such travel and subsistence payments, the representative of any craft, classification or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

18.16 Removal, Relocation, or Protection of Existing Utilities:

a. In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the

parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made apart of the invitation for bids. The agency will compensate the CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

b. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

c. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

d. If the CONTRACTOR while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

e. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

18.17 Contracts for Digging Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract

As required under Section 7104 of the Public Contracts Code (Stats. of 1989), in any public works contract of a local public entity which involves the digging trenches or other excavations that extend deeper than 1.2 meters (4 feet) below the surface shall be subject to the following conditions: The CONTRACTOR shall promptly, and before the conditions specified in Article 4.5, herein, are disturbed, notify the public entity in writing, of any of the conditions described in Article 4.5, herein.

18.18 Resolution of Construction Claims:

a. As required under Section 20104, et seq., of the California Public Contract Code, any demand of $375,000 or less, by the CONTRACTOR for a time extension, payment of money, or damages arising from the work done by or on behalf of the CONTRACTOR pursuant to this Contract; or payment of an amount which is disputed by the CITY shall be processed in accordance with the provisions of said Section 20104, et. seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

b. A single written claim shall be filed under this Article prior to the date of final payment for all demand resulting out of the Contract.

c. Within 30 days of the receipt of the claim, the CITY may request additional documentation supporting the claim or relating to defenses or claims the CITY may have against the CONTRACTOR. If the amount of the claim is less than $50,000, the CONTRACTOR shall respond to the request for additional information within 15 days after receipt of the request. The CONTRACTOR shall respond to the request within 30 days or receipt if the amount of the claim exceeds $50,000, but is less than $375,000.

d. Unless further documentation is requested, the CITY shall respond to the claim within 45 days if the amount of the claim is less than $50,000, or within 60 days if the amount of the claim is more than $50,000 but less than $375,000. If further documentation is requested, the CITY shall respond within the same amount of time taken by the CONTRACTOR to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than $50,000. If the claim is more than $50,000 but less than $375,000 and further documentation is requested by the CITY, the CITY shall respond within the same amount of time taken by the CONTRACTOR to respond or 30 days, whichever is greater.

e. If the CONTRACTOR disputes the CITY's response, or the CITY fails to respond, the CONTRACTOR may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the CITY within 15 days after the deadline of the CITY to respond or within 15 days of the CITY's response, whichever occurs first. The CITY shall schedule the meet and confer conference within 30 days of the request.

f. If the meet and confer conference does not produce a satisfactory request, the CONTRACTOR may pursue the remedies authorized by law.

18.19 Conflicts in Specifications

a. In the event that conflicts exist between these General Conditions/Supplementary General Conditions and the Volume II Technical Specifications the more stringent requirement shall apply.

END OF GENERAL CONDITIONS

CONDITIONS OF THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

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

ARTICLE 1 - SUPPLEMENTARY DEFINITIONS

In addition to the definitions in the provisions of Article 1 of the General Conditions, the following respective supplemental definitions shall apply:

Consultant - The engineering or architectural firm and their designated representatives acting on behalf of the City of Palm Springs as their authorized representative within the scope of authority defined in their contract with the City.

Project Representative – The Project Representative shall be the OWNER'S REPRESENTATIVE, or such other person as may subsequently be designated by the City in writing to the Contractor. Said Project Representative shall be the only person through whom all liaison between the Contractor and the City shall be directed.

Working Day - A Working Day is defined as any day, except as follows:

(a) Saturdays, Sundays, and any designated legal holiday officially observed by the City of Palm Springs. Designated legal holidays are:

New Year's Day (January 1)
Martin Luther King Jr. Day (Third Monday in January)
Lincoln's Birthday (February 12)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)

Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Last Thursday in November)
Day after Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25)

When a designated holiday falls on a Saturday, the Friday before the holiday shall be a designated legal holiday. When a designated holiday falls on a Sunday, the Monday after the holiday shall be a designated legal holiday.

(b) Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Owner's Representative, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Legal Address of the City:

The official address of the City shall be City of Palm Springs 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262 or such other address as the City may subsequently designate in written notice to the Contractor.

2.2 Legal Address of the Architect:

The official address of the Architect shall be SWATT/MIERS ARCHITECTS, 5845 Doyle Street, Suite 104, Emeryville, California 94608 or such other address as the Architect may subsequently designate in writing to the Contractor.

2.3 Legal address of the City's Project Representative:

The name and address of the City's designated Project Representative shall be the Owners' Representative (Allen F. Smoot & Associates), 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262 or such other address as the Resident Project Representative may subsequently designate in writing to the Contractor.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, AND REUSE

3.1 Contract Documents:

The following subparagraph (b) shall be added to Article 3.1 of the General Conditions:

(b) The location of the Work, its general nature and extent, and the form and general dimensions of the Project and appurtenant works are shown on the Drawings, hereby made a part of these Contract Documents, as listed on Sheet Number of the Drawings entitled, "City of Palm Springs Animal Care Facility, City Project 07-24," dated prior to the date of opening bids. Drawing changes made subsequent to the date of opening bids shall only be issued under a Change Order, as provided in Article 10 of the General Conditions.

3.7 Scope:

The following Article 3.7 shall be added to the General Conditions:

3.7 Scope:

(a) The work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, and manufactured articles; furnishing all transportation services, all fuel, power, water, and essential communications; and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, Schedules, and other Contract Documents as defined in the Contract, all of which are made a part hereof and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings or other Contract Documents.

(b) The Work shall be complete and operable, and all work, materials, and services not expressly called for or shown in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no additional cost to the City.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance and other Bonds:

a. Before execution of the Contract, the Contractor shall file surety bonds with the City to be approved by the City Council in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in the said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Contractor shall pay all bond premiums, costs, and incidentals. Each bond shall incorporate, by reference, the Contract and be signed by both the Contractor and Surety and the signature of the authorized agent of the Surety shall be notarized.

b. The Contractor shall provide two good and sufficient surety bonds. The Performance Bond shall be for 100 percent of the Contract Price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract. The Payment Bond (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

c. The Contractor shall provide for a one-year extension of the Performance Bond to cover the one-year correction and repair period for correction or removal and replacement of defective work as required under Articles 13.7 and 13.8 of the General Conditions. Said Performance Bond shall be maintained at not less than 15 percent of the Contract Price during said one-year extension.

d. Bonds shall be executed by either: (a) two (2) or more sufficient personal sureties; (b) one sufficient admitted surety insurer; or (c) a combination of sufficient personal sureties and admitted surety insurers. If a corporate surety insurer is used, a County Clerk's certificate evidencing that it is an admitted surety insurer shall be submitted with the bonds. If a personal surety is used, all requirements set out in Code of Civil Procedure Section 995.510 shall be met to the satisfaction of the City Engineer.

5.2 Bonding Company Waiver of Right of Notification:

The Contractor shall assure that its Bonding Company is familiar with all of the terms and conditions of these Specifications, and shall obtain a written acknowledgement by the Bonding Company that said Bonding Company thereby waives the right of special notification of any changes or modifications of the Contract or of extensions of time or of decreased or increased Work or of cancellation of the Contract, or any other act or acts by the City or any of its authorized representatives.

5.3 INSURANCE

The limits of liability for insurance as required by Article 5.2 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Laws and Regulations:

Insurance Amounts: Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the

duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. General Liability Insurance is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
   - be written on a per occurrence basis; and
   - include products and completed operations liability, independent contractors liability, broad form Contractual liability, and cross liability protection.

2. Automobile Liability Insurance is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:
   - be written on a per occurrence basis;
   - include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
   - include coverage for owned, non-owned, leased and hired vehicles.

   If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement should be made to the City's Risk Manager.

3. Workers' Compensation and Employer's Liability Insurances is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:
   - provide statutory requirements of the State of California; and
   - include $1,000,000 Employer's Liability.

B. Minimum Limits of Insurance Coverage Required:

$25,000 to $500,000:	$500,000 Combined Single Limit
$500,001 to $5 Million:	$1 Million per Occurrence/$2 Million Aggregate
Over $5 Million:	Limits to be determined by the City's Risk Manager

Umbrella excess liability may be used to reach the limits stated above.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for

information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.

2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of $50 to $100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.

3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs: or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees and agents are named as an additional insured"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

"This insurance company agrees to waive all rights of subrogation against the City of Palm Springs, its officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."

3. *"The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See Example B below.**

The Workers' Compensation and Employers' Liability policies shall contain waiver of subrogation clause in favor of City, its elected officials, officers, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.

- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

> THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

> SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL **30** DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~
>
> **The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

Example C:

> IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

G. Alternative Programs/Self-Insurance

Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

The City has recently joined SPARTA (Service Providers & Artisans Trade Activities Program) to accommodate smaller contractors and service providers

who have difficulty in meeting the City's insurance requirements. The SPARTA Program offers a general liability program that provides the $1 million limit and, upon request, will also provide auto insurance with the $1 million limit (only in conjunction with the purchase of general liability insurance). SPARTA is only available during the time your company is under contract with the City.

Insurance is provided on a per project basis and is overseen by the Municipality Insurance Services, Inc. Essex Insurance Company provides coverage and is an A++ rated company. There is a 24-hour response time and coverage is immediate.

A quote may be obtained by calling 1-800-420-0555 or online at www.2sparta.com.

Type of work covered:

A. Personal services contracts;
B. General contractors and their subcontractors (certain specialty trades excluded);
C. Consultants; and
D. Providers of goods.

H. Waiver of Modification of the Insurance Requirements

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and are not subject to the State workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for waiver or modification will be reviewed and a final determination rendered by the Risk Manager.

ARTICLE 6 - THE CONTRACTOR'S RESPONSIBILITIES

6.4 Concerning Subcontractors, Suppliers, and Others:

Add the following subparagraph (e) to Article 6.4 of the General Conditions:

(e) In addition to the provisions of Article 6.4 of the General Conditions, the Contractor shall perform not less than 45 percent of the Work included in the

original Contract Price with its own forces (i.e., without subcontracting), except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract Price before computing the amount of work required to be performed by the Contractor with its own forces. When items of work in the Bid Schedule are preceded by the letter "S," such items are designated as "specialty Items." Where an entire item is subcontracted, the value of the work subcontracted will be based upon the contract item bid price. When a portion of an item is subcontracted, the value of the work subcontracted will be the estimated percentage of the contract item bid price, determined from the information submitted by the Contractor, subject to approval of the Owner's Representative. The 45 percent requirement shall be understood to refer to the Work, the value of which totals not less than the full Contract Price contract price.

6.5 Permits, License Fees, and Royalties:

The following subparagraphs "d," "e,", "f" , "g", and "h" are hereby added to Article 6.5 of the General Conditions:

(d) Business License and Permits: All permits issued by the City of Palm Springs shall be obtained by the Contractor, but will be paid by the City; provided, that prior to beginning the Work hereunder, the Contractor shall obtain and pay for a City of Palm Springs business license. Except as otherwise provided herein, all permits issued by other agencies and authorities having jurisdiction shall be obtained and paid for by the Contractor.

(e) Building Permits: The Contractor shall obtain all licenses and shall assist in obtaining permits required to perform the Work of this project. The general Building Permit and Plan Check Fee will be paid for by the City. Other permit fees, including encroachment fees and electrical, mechanical, and plumbing permit fees will be paid directly by the City. No separate payment therefor will be allowed under the Contract for any of the permits or fees under this Article.

(f) Utility Fees: Utility connection fees, lateral fees, utility structure changes and tariffs, inspection fees, and similar utility-related fees will be paid for directly by the City. Annexation fees, flood control fees, pollution district fees, and similar fees will also be paid by the City. No separate payment therefor will be allowed under the Contract for any of the fees under this Article.

(g) NPDES Permits: NPDES permits are required on this project and the CONTRACTOR shall obtain said permits.

(h) PM-10 permiting and signing is required on this project and it shall be the responsibility of the CONTRACTOR to obtain said permits.

6.7 Laws and Regulations:

The following subparagraph (d) is hereby added to Article 6.7 of the General Conditions:

(d) The Work is located in the City of Palm Springs in the County of Riverside, State of California. The Contractor shall comply with all ordinances, regulations, and other lawful requirements of said City, County, and State governing the work on public property. In particular the Contractor's attention is directed to Section entitled "Temporary Environmental Controls."

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.2 Equipment:

The following wording shall be added to the end of Article 11.2, subparagraph (d):

Whenever under the terms of this Contract the Contractor is entitled to additional payment for the use of rental equipment, the Contractor will be paid for the use of the Equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication:

"Labor Surcharge and Equipment Rental Rates" as published by the State of California, Department of Transportation, Sacramento, CA.

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

13.4 Tests and Inspections:

The following subparagraph "f" is hereby added to Article 13.4 of the General Conditions:

(f) All Special Inspections required under the provisions of Section 1704 of the 2007 California Building Code will be provided and paid for by the City.

13.8 Correction Period:

References to a Correction and Repair Bond as referred to in General Conditions Article 13.8, subparagraph d, shall be as specified in the Supplementary General Conditions, Article 5.1, subparagraph b.

ARTICLE 14 - PAYMENTS TO THE CONTRACTOR AND COMPLETION

14.3 Application for Progress Payment:

The following provision shall be added to Article 14.3c of the General Conditions:

In addition to the provisions of Article 14.11 of the General Conditions for withholding of funds from the Final Payment, the City may retain a portion of the amount of each progress payment otherwise due to the Contractor, as follows:

4. The City will retain 10 percent of each approved progress payment until the Work is 50 percent complete; then, the City may at its option suspend further retainage until the final progress payment.

5. The City reserves the right to reinstate up to 10 percent retainage of the total of the Work done if the City determines, at its discretion, that the Contractor is not performing the Work satisfactorily, or there is other specific cause for such retainage.

ARTICLE 19 – MISCELANEOUS PROVISIONS

19.1 DUST CONTROL

19.1.1 General

A. The Contractor shall be responsible for stabilizing the disturbed soil during construction. The method which it will use must be approved by the City Engineer. If a water meter is required by the Engineer during construction, the Contractor shall contact the Desert Water Agency at (760) 323-4971 to obtain said meter. The site must be completely fenced with 6 foot high chain link covered in fence fabric. The cost of this work shall be included in the price of various items in the Bid Schedule, and no additional payment will be made therefor.

B. The Contractor shall be responsible for maintaining the project site and **providing adequate dust control 24 hours a day, everyday, through the duration of the project,** in conformance with City requirements.

19.1.2 Sign Materials and Fabrication. - The Contractor shall construct, erect, and maintain a rectangular, painted sign, outside of any proposed work area. The

sign shall be installed within 5 days of the execution of the Contract, and the Contractor shall maintain the sign in good condition until the execution of the Notice of Completion, at which time the Contractor shall remove the sign and deliver it to the City yard. The sign board shall be minimum 5.5-foot wide by 4-foot high, constructed as follows:

a. 3/4" High Density Overlay exterior type plywood, Grade designation APA HDO EXT.
b. Two 4" x 4" posts securely buried not less than 36 inches into the ground. No concrete shall be used to secure the sign posts. The posts shall be treated with linseed replacement oil tinted with redwood stain.
c. Posts shall be attached to the edges of the plywood with a minimum of two (2) carriage bolts on each post.
d. The front surface of the sign should be painted in the contrasting colors of a white background with black lettering. All paint shall be weather-proof non fading enamel.
e. Commercially prepared metal signs mounted on steel posts are also acceptable.
f. For large projects, signs shall be installed at 300 feet spacing along adjacent streets, or as required by the City Engineer.

No handwritten signs will be accepted. Stenciled or professionally prepared signs are required.

19.2 EXCAVATION MONITORING

19.2.1 **General:** The project will be constructed on lands that were formally on the Indian Reservation and as such the CONTRACTOR shall be responsible to contract with an Excavation Monitor, that must be assigned through the Tribal Historic Preservation Office, for continuous monitoring of ALL subsurface excavation that will be necessary for the completion of the Project. Please contact Pattie Tuck, Tribal Preservation Officer at 760-699-6907. All cost of the monitoring shall be paid by the CONTRACTOR.

19.3 BRAND NAME SPECIFICATIONS

19.3.1 **Standardization:** The Palm Springs Municipal Code Section 7.05.040 states, "Where the director of procurement and contracting has determined that it is required by the health, safety or welfare of the people of the employees of the city or that significant cost savings can be demonstrated, standardization of supplies, materials, equipment or **construction components** is permitted and the specification may limit the purchase to a single brand or trade name."

19.3.2 **Determination:** The director of procurement and contracting has determined that on the Animal Care Facility there are specific products that may be standardized for the good of the City long term maintenance efforts.

19.3.3 **Products:** For the Animal Care Facility the following products shall be name brand as specified without with out provision for "or equals":

1. Door Hardware - Schlage Keyway - Specification 08710
2. Single Ply roofing material – FiberTite Roofing System – Specification 07530.

19.4 ENVIRONMENTAL CONDITIONS

Contractor shall comply with all the following conditions:

MM III-1 The City's Fugitive Dust Control Ordinance (Chapter 8.5 of the Municipal Code) requires a Dust Control plan which shall be submitted to the City Engineer for approval and which shall include but not be limited to the following:

A. Adequate watering techniques shall be employed to partially mitigate the impact of construction generated dust particulates. Portions of the project site that are undergoing earth moving operations shall be watered such that a crust will be formed on the ground surface and then watered again at the end of the day.

B. The wheels and the lower portions of transport trucks shall be sprayed with water before they leave the construction area.

C. Any vegetative ground cover to be utilized on-site shall be planted as soon as possible to reduce the amount of open space subject to wind erosion. Irrigation systems needed to water these plants shall be installed as soon as possible to maintain the ground cover and minimize blowsand.

D. Grading activity shall be suspended when local winds exceed 25 miles per hour and during the first and second smog alerts.

E. Construction access roads shall be paved as soon as possible and cleaned after each workday.

F. All trucks hauling dirt, sand, soil, or other loose dirt material shall be covered or have 2 feet of freeboard.

G. A short-term stabilization plan shall be included in the plan for after hours and weekends. The applicant shall forward the plan to the Southern California Air Quality Management District (SCAQMD) after approval.

MM III-2 The project proponent shall notify the City and SCAQMD 24 hours prior to the initiation of earth moving activities.

MM III-3 The City shall notify the SCAQMD within 10 days of the completion of earth moving activities.

MM III-4 Construction signage in conformance with City standards shall be posted on Vella Road and Mesquite Avenue regarding the reporting of blowing dust on the site.

MM III-5 Earth moving operations shall include a water application system while earth moving is active.

MM III-6 Construction equipment shall be properly maintained and serviced to minimize exhaust emissions.

MM-III-7 Construction access roads shall be paved as soon as possible and cleared after each workday.

MM-III-8 Paving activities and use of equipment for construction of buildings shall not be used concurrently.

MM III-9 All exposed surfaces shall be watered twice daily;

MM III-10 Speeds on all unpaved surfaces shall be reduced to less than 15 mph

MM III-11 Low VOC architectural coatings shall be used on the interior and exterior of the animal shelter.

MM III-12 Not used..

MM III-13 Not Used.

MM III-14 The project will be required to implement blowsand reduction measures.

MM V-1 A(n) Approved Cultural Resource Monitor(s) as indicated by the Agua Caliente Tribal Historic Preservation Office shall be present during any survey and/or ground disturbing activities.

MM V-2 Should cultural resources be encountered during site construction in any portion of the site, work shall immediately cease and a qualified archaeologist shall be contacted to evaluate the significance of the materials. Any significant findings shall be documented and presented to the State Historic Preservation Office (SHPO), Bureau of Indian Affairs (BIA), the Agua Caliente Band of Cahuilla Indians and the City, and shall be resolved to their satisfaction.

MM V-3 Copies of any cultural resources documentation generated in connection with this project shall be given to the Agua Caliente Band of Cahuilla Indians for inclusion into the Agua Caliente Cultural Register.

MM XI-1 A construction traffic routing plan shall be developed and submitted for approval that demonstrates, to the extent feasible, avoidance of routes with adjacent noise sensitive receptors (i.e.,route construction traffic to/from the east along Mesquite Avenue, east of Vella Road).

MM XI-2 The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any and all work performed pursuant to the contract.

MM XI-3 Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project site without said muffler.

MM XI-4 Construction activities shall incorporate feasible and practical techniques which minimize noise impacts on adjacent uses.

MM XI-5 All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.

MM XI-6 Stationary equipment shall be placed such that emitted noise is directed away from noise sensitive receptors.

MM XI-7 Stockpiling and vehicle staging areas should be located as far as practical from noise sensitive receptors.

MM XI-8 Every effort should be made to create the greatest distance between noise sources and sensitive receptors during construction activities.

MM XI-9 The noisiest construction operations shall be arranged to occur together in the construction program to avoid continuing periods of greater annoyance.

MM XI-10 All construction equipment shall be in proper working order and maintained in a proper state of tune to reduce backfires.

MM XI-11 Parking, refueling and servicing operations for all heavy equipment and on-site construction vehicles shall be located as far as practical from existing homes.

MM XI-12 Construction activities shall be limited to between 7:00 a.m. and 8:00 p.m., as specified by the Palm Springs Noise Ordinance Chapter 11.74.041 to reduce noise impacts during sensitive time periods.

- END OF SUPPLEMENTARY GENERAL CONDITIONS -