

**AMENDMENT NO. 1
TO
PROGRESSIVE DESIGN-BUILD CONTRACT
(PCL Construction, Inc.)**

This Amendment No.1 to the Progressive Design-Build Contract (“Amendment No.1”) by and between the City of Stockton (“City”) and PCL Construction, Inc. (“Contractor”) is made and entered into on _____, 2023.

WHEREAS, the City and Contractor entered into a Progressive Design-Build Contract for the City’s South Stockton System Groundwater Well Rehabilitation at Well SSS8 (“the Project”) dated May 5, 2022 (“the Agreement”); and

WHEREAS, the Agreement is separated into Phase 1 (Design Services through 60-75% completion) and Phase 2 (completion of Design Services and Construction); and

WHEREAS, Amendment No. 1 constitutes Phase 2 work (completion of Design Services and Construction); and

WHEREAS, the City and Contractor have agreed to the Scope of Work, Schedule, and GMP for Phase 2; and

WHEREAS, the City will exercise the Option in Section 00500 of the Agreement for the performance of the Phase 2 work with the Contractor; and

WHEREAS, this amendment is for the mutual benefit of City and Contractor;

NOW, THEREFORE, the City and Contractor agree as follows:

1. The Agreement, and specifically Section 00500 of the Agreement and the exhibits attached thereto, is amended in the manner set forth as attached hereto as Attachment A.
2. The Specification Sections and the Exhibits of the Agreement attached hereto are added

in the manner set forth therein.

3. The Work for Phase 2 shall include the following:
 - Final Design and Engineering Services During Construction (Attachment B)
 - Construction
 - Permitting
4. The GMP for the Work for Phase 2 shall be in the amount of \$5,425,255.
5. Contract Time for Substantial Completion of all Construction Work and Final Completion of all Work shall be three hundred sixty (360) and thirty (30) consecutive calendar days, respectively, from Notice to Proceed for Phase 2 pursuant to Section 00700 General Conditions.
6. The Bond for Faithful Performance and Bond for Labor and Material shall be in the amount of the GMP for the Work for Phase 2.
7. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.
8. If any conflict exists between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern.
9. All capitalized terms used in this Amendment but not expressly defined in this Amendment shall have the meanings ascribed to them in the Agreement.
10. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Delivery of an executed signature page of this Amendment by electronic means shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date hereinabove written.

CITY OF STOCKTON

PCL CONSTRUCTION, INC.

Harry Black, City Manager

By: Ankur Talwar.

ATTEST:

ANKUR TALWAR
Print Name

Eliza Garza, City Clerk

Authorized Signatory
Title

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

SECTION 00500 – PROGRESSIVE DESIGN-BUILD CONTRACT

THIS CONTRACT ("Contract") is made and entered into on 5/5/22, by and between PCL CONSTRUCTION, INC., a STATE OF COLORADO CORPORATION with a business address of 1711 W. GREENTREE DRIVE, SUITE 201, TEMPE, ARIZONA, 85284, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8 (PROJECT NO. UH22008), hereinafter called "PROJECT," were regularly adopted by Council Motion –OR- Council Resolution No. 2022-03-22-1212, on March 22, 2022; and

WHEREAS, the Contract for said work was regularly awarded to CONTRACTOR, by Council Motion –OR- Council Resolution No. 2022-03-22-1212, on March 22, 2022.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

(a) To do and perform the design and construction work and services and furnish all the labor, materials, tools, equipment, and insurance pursuant to the terms and conditions of the Contract Documents (as defined in Article 1(k) below) required for the Progressive Design-Build Services for the REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8 ("Project"), subject to CITY and CONTRACTOR agreeing to a Phase 2 Guaranteed Maximum Price (GMP) or Lump Sum Contract Price and Phase 2 Contract Time (as defined in Articles 1(f) and (g) below, respectively) for the Phase 2 portion of the Work. CITY is contracting with CONTRACTOR, whose key personnel and key subcontractors are set forth in Exhibit A, for the following Work: design, permitting and construction of a progressive design build project consisting of groundwater treatment components ("Facilities") of the Project. The Work includes development and preparation of all design documents and construction of the Project, including construction administration and management services in two Phases, and the Work shall comply with and meet the Performance Requirements as set forth in Exhibit B hereto. Phase 1 of the Work shall consist of the initial design of the Project and negotiation of the Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time. Phase 2 of the Work shall consist of the final design and construction of the Project, which shall take effect only if CITY and CONTRACTOR agree to a Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time, and CITY exercises the OPTION under Article 5 below.

422000698

P

The general description of the Work which will be performed in Phases, shall include, but not be limited to, the following:

Phase 1 – Design Development and Construction Documents

- Project management for the duration of Phase 1
- Conceptual and a significant degree of detailed design of the Facilities, including technology selection and equipment and materials specification; the Facilities design criteria shall ensure compliance with the Performance Requirements as described and identified in this Contract and Exhibit B.
- Evaluation of alternatives for groundwater treatment technologies, equipment, and other elements as necessary of the Project that affect construction and life cycle costs, Contract performance, and CITY goals for the Project
- Review of background and reference documents and preparation of Basis of Design Reports (“BDRs”) and other work products as defined in this Contract, with major milestones at 25% and 60-75% completion, and sufficient process and instrumentation diagrams (“P&IDs”), site plans, specifications, and other supporting documents to facilitate preparation of a Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time Proposal at 60-75% completion of design packages
- Advising the CITY and facilitating CITY participation in all material decision making about the Facilities as such decision making may affect the Project scope and value, including CITY participation in select meetings and communications
- Preparation of the Supervisory Controls and Data Acquisition (“SCADA”) system and security/surveillance system design for the Facilities in conformance with the City’s SCADA system
- Necessary environmental documentation for compliance with California Environmental Quality Act (“CEQA”) requirements
- Preliminary preparation of all necessary permit applications and facilitation of regulatory agency approval of all permits that are CONTRACTOR’s responsibility (CITY will sign the permit applications, furnish permit application fees, and attend permitting coordination and review meetings with regulatory agencies as necessary). City will maintain a lead role with the State Water Resources Control Board, Division of Drinking Water.
- Preparation of unified sets of plans and specifications for use by the City to solicit competitive bids for construction of the Facilities if Contractor’s performance is unsatisfactory, Contract amendment negotiations for Phase 2 are unsuccessful, or the Contractor otherwise fails to perform under the terms of the Contract; it is anticipated in this event that Contractor shall assume responsibilities as the Engineer of Record and provide engineering services during construction by others.

- Development of a startup, commissioning and testing plans that will demonstrate facility compliance with design parameters developed in Phase 1 and constructed in Phase 2
- Solicitation of competitive proposals for the major trades, design packages, and material and equipment procurement, preparation of a firm Phase 2 GMP or Lump Sum and Contract Price and Phase 2 Contract Time, as defined and required in Articles 1(f) and (g) below, and negotiation of the Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time with CITY in accordance with the Contract
- Negotiation of the Contract amendment, as defined in Article 1(f) below, for Phase 2
- In addition to the services identified above, CONTRACTOR will also perform all Phase 1 services identified in and reasonably inferred by this Contract, the RFP, and all Contract Documents for the Project. In particular, see the scope of services set forth in Exhibit C hereto.

Phase 2 – Final Design and Construction Phase (contingent upon satisfactory completion of Phase 1 services and successful negotiation of and agreement on a Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time):

- Completion of final design packages as necessary for physical construction of the Facilities
- Completion of permitting services including obtainment of building and operating permits
- Procurement of equipment and materials separately from construction contracts as necessary to achieve project delivery schedule
- SCADA and security/surveillance system integration with the City's SCADA system
- Compliance with all permitting terms and conditions
- Compliance with all environmental mitigation requirements if required
- Site safety and security during construction including coordination of site visits
- Completion of start-up and all required acceptance tests, including provision of chemicals and utilities during start-up
- Provision of an operations and maintenance ("O&M") manual, as-built drawings and other project documentation in searchable Adobe Acrobat format and integrated into a computerized maintenance management system ("CMMS"); as-built drawings also provided on Mylar sheets and in AutoCAD files
- Training of the CITY-designated and licensed O&M workforce to explain the Facilities design intent, the Operations Manual, SOP, the equipment manufacturers' recommendations, and the CMMS
- Completion of the project within the Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract time and in accordance with all Contract requirements
- Provision of QA/QC plan for Phase 2

In addition to the services identified above, CONTRACTOR will also perform all Phase 2 services and Work identified in and reasonably inferred by this Contract, the RFP, and the Contract Documents for the Project. In particular, see the scope of services identified in Section 3.5 of the RFP. The final scope of services for which will be identified by Contract Amendment following successful negotiation of a Phase 2 GMP or Lump Sum Price.

(b) To do and perform the work and services contemplated hereby in a good and professional manner. The standard of care for all design professional services performed by CONTRACTOR or its subcontractors pursuant to this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project

(c) CONTRACTOR shall, during the life of the contract, take out and maintain insurance coverage as required herein under and by the General Conditions and all other Contract Documents with insurance carriers authorized to transact business in the State of California as will protect CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable from claims for damages because of bodily injury, sickness, disease, or death of its employees or any other persons, or for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The minimum limits of liability for such insurance coverage, which shall include comprehensive general and automobile liability, including contractual liability assumed under the contract, shall be in the minimum amounts mandated by Section 00820 – Liability and Insurance Requirements of the Front End Contract Documents. Front End Contract Documents are Division 0 (Sections 00100 through 00820) and Division 1 (01010-01700). Defined terms are included in this Contract and in Section 01090 of the Division 1 Front End Contract Documents.

Such liability insurance policies shall name CITY as an additional insured by separate endorsement and shall agree to defend and indemnify CITY against loss arising from operations performed under the Contract and shall provide that written notice of any changes or cancellation in coverage shall be provided to CITY at least thirty (30) days prior to the effective date of such change or cancellation.

CONTRACTOR shall obtain, and keep in full force and effect, Workers' Compensation Insurance necessary in connection with the performance of this Contract to protect itself and employees under the Workers' Compensation Insurance and Safety Act and CONTRACTOR shall supply CITY with a suitable statement certifying to the protection and defining the terms of the policy prior to undertaking the work contemplated herein.

Before permitting any subcontractors to perform work under the contract, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued

and is maintained as may be applied to each subcontractor's work. The CONTRACTOR may adjust the Subcontractors' coverage limits based on the size and scope of Subcontractor services or work.

(d) CITY and all officers and employees thereof connected with the work, including but not limited to the Municipal Utilities Director and/or the Director's designee, shall not be answerable or accountable in any manner, for any loss or damage that may happen to the Work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the Work, for injury to or death of any person, either workers or the public, or for damage to property from any cause which might have been prevented by CONTRACTOR or CONTRACTOR's workers, or anyone employed by CONTRACTOR.

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Work or any time before its completion and final acceptance.

The duty of CONTRACTOR to indemnify and save harmless, as set forth in the Contract Documents, shall include the duty to defend, as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require CONTRACTOR to indemnify CITY against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

(e) The Contractor's indemnity obligations wherever referred to or identified in the Contract Documents are to be read in conjunction with, and shall not supersede, the indemnity provision stated in Section 00820 – LIABILITY AND INSURANCE REQUIREMENTS.

(f) To do and perform the Phase 1 Work contemplated hereby and set forth in Exhibit C to furnish all labor, services, materials, tools and equipment necessary therefor at the prices herein specified, to wit: Subject to the provisions of the Contract Documents, CITY shall pay to CONTRACTOR, for performance of the Phase 1 Work, FOUR HUNDRED EIGHTY-FIVE THOUSAND, FIVE HUNDRED NINETY-ONE (\$485,591), the "Phase 1 Lump Sum Contract Price" as set forth in Exhibit D.

CITY shall pay for the performance of the Work for Phase 2, in an amount that CITY and CONTRACTOR will negotiate and agree to at the conclusion of Phase 1 ("Phase 2 GMP or Lump Sum Contract Price") if the City agrees to exercise the OPTION under Article 5 below. CONTRACTOR agrees that the portion of its Phase 2 GMP or Lump Sum Contract Price for Phase 2 design/engineering services as set forth in Exhibit E shall not exceed 10% of the Phase 2 GMP or Lump Sum Contract Price, as set forth in Exhibit F, and that Phase 2 Construction Management/Inspection services as set forth in Exhibit G shall not exceed 6.9% of the Phase 2 Lump Sum Contract Price as set forth in Exhibit H.

CONTRACTOR shall solicit and procure at least three competitive proposals from pre-qualified companies for all major subcontract packages, trades, and material and equipment procurements, in preparing and negotiating the final Phase 2 GMP or Lump Sum Contract Price. "Major"

is defined as a trade, design package, and/or material and equipment procurement whose costs, respectively, exceed one-half (1/2) of one percent (1%) of the Phase 2 GMP or Lump Sum Contract Price.

Contractor shall provide the bids to CITY during the negotiation of the Phase 2 GMP or Lump Sum Contract Price. If CONTRACTOR is unable to procure at least three bids as required hereinabove, it shall provide to the CITY written detail on the steps taken by CONTRACTOR to obtain the bids, including, but not limited to, showing that CONTRACTOR solicited bids from at least three qualified subcontractors or suppliers, and a written explanation for why it is reasonable for CONTRACTOR not to have obtained the required three bids.

For Work that CONTRACTOR intends to self-perform, CONTRACTOR shall provide, in addition to its detailed bid/estimate for its self-performed work, evidence that the CONTRACTOR'S bid/estimate is at current market value. This shall be accomplished by providing actual estimates, costs, and labor production rates utilized in other similar CONTRACTOR constructed projects, or at the sole discretion of the City, by obtaining from CONTRACTOR, two comparable bids from other contractors for the self-performed work to allow the CITY to compare and evaluate the CONTRACTOR's self-performance work price.

The above identified bidding requirements shall not preclude CONTRACTOR from requesting from the CITY permission to seek sole-source procurement of equipment, materials and subcontractors should CONTRACTOR prove to CITY, in CITY's sole discretion that said procurement is in the best interests of the City. Further, for each instance in which CONTRACTOR does not use the lowest monetary bid obtained for each major design package, trade and/or equipment and material procurement, CONTRACTOR must provide to the CITY a written explanation showing why it is in the best interests of the CITY for CONTRACTOR not to use the lowest monetary bid. CONTRACTOR may also provide an allowance for certain major design packages, trades and/or equipment and material procurements, pursuant to Section 01210 – Allowances, found in the Front End Documents, but, if an allowance is provided, CONTRACTOR must provide to the CITY, for the CITY's acceptance, written detail on why an allowance was provided in lieu of CONTRACTOR procuring and providing to the CITY the required three bids.

If CONTRACTOR does not provide proof to CITY that it has taken all reasonable efforts to bid all major design packages, trades, and equipment and material procurements, or provide to the CITY an acceptable written explanation for why CONTRACTOR is either not using lowest monetary bid(s) or is providing an allowance in lieu of bids, CITY reserves the right not to exercise the OPTION as identified below.

The final Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time shall be incorporated into this Contract by amendment, and the Work for Phase 2 shall be performed pursuant to the terms of this Contract.

For each subcontractor or supplier whose contract value will exceed 3% of the total Phase 2 GMP or Lump Sum Contract price, CONTRACTOR shall provide acceptable qualifications information at the time CONTRACTOR provides its Phase 2 GMP or Lump Sum Contract Price to CITY.

(g) To begin the Work contemplated hereby after this Contract has been approved as to form by the City Attorney of the City of Stockton and after receipt by CONTRACTOR of the Notice to Proceed.

CONTRACTOR shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1, and shall fully complete the Work within one hundred and five (105) calendar days as set forth in Exhibit I. The time for CONTRACTOR to complete Phase 1 Work is the "Phase 1 Contract Time." The Phase 1 Contract Time is defined when CONTRACTOR achieves Substantial Completion of Phase 1 pursuant to General Conditions Section 00700-8.6. The "Phase 2 Contract Time" is defined as the number of calendar days for the CONTRACTOR to achieve Substantial Completion of Phase 2 pursuant to General Conditions Section 00700-8.6.

Assuming the CITY exercises the OPTION described herein below and issues a Notice to Proceed for Phase 2 to CONTRACTOR, the CONTRACTOR shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2, and shall achieve Substantial Completion of the Phase 2 Work within 240 calendar days.

By signing this agreement, CONTRACTOR represents to CITY that (i) the Phase 1 Contract Time and Phase 2 Contract Time are reasonable for completion of the Work of the respective Phases; and (ii) CONTRACTOR will complete the Work within the Phase 1 Contract Time and Phase 2 Contract Time, as applicable.

If CITY decides not to exercise the OPTION for CONTRACTOR to perform Phase 2 Work, CONTRACTOR shall complete all final design documents, in accordance with Exhibit J hereto and Article 5(b)(i) below, to allow for competitive bidding of the Phase 2 construction work in the Final Design Documents Contract Time. The "Final Design Documents Contract Time" is defined as the calendar days necessary for CONTRACTOR to complete the design in accordance with Exhibit J and Article 5(b)(i) below. The Final Design Documents Contract Time shall be within sixty (60) calendar days of a formal Notice to Proceed by CITY that it is taking the "off-ramp" pursuant to Article 5 below, and requests that CONTRACTOR complete the final design documents. The Notice to Proceed by CITY that it is taking the "off-ramp" pursuant to Article 5 below shall be provided by CITY no later than thirty (30) calendar days after the expiration of time the CITY can exercise the OPTION under Article 5 below (which is ninety (90) calendar days from the expiration of the Phase 1 Contract Time).

It is agreed by the parties to the Contract that in case all the work called for under the Contract in all parts and requirements, is not finished or completed within the number of calendar days as set forth herein, damage will be sustained by the CITY, and that it is and will be impracticable and

extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the following sums:

If CONTRACTOR fails to complete the Work for Phase 1 within the Phase 1 Contract Time, CONTRACTOR shall pay to CITY, as liquidated damages and not as a penalty, the amount indicated below as "Liquidated Damages Daily Rate for Phase 1" of each calendar day after expiration of Contract Time that Work for Phase 1 remains incomplete.

If CONTRACTOR fails to complete the Work for Phase 2, within the Phase 2 Contract Time, CONTRACTOR shall pay to CITY, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as "Liquidated Damages Daily rate for Phase 2 Substantial Completion" for each calendar day after the expiration of the Phase 2 Contract Time that Work for Phase 2 remains incomplete.

If CONTRACTOR fails to achieve Phase 2 Final Completion (as defined in General Conditions Section 00700-8.9), CONTRACTOR shall pay to CITY, as liquidated damages and not as a penalty the applicable amount(s) indicated below as "Liquidated Damages Daily Rate for Phase 2 Final Completion" for each calendar day that CONTRACTOR fails to achieve Phase 2 Final Completion.

If CITY does not exercise the OPTION for Phase 2, and CONTRACTOR fails to meet the Final Design Documents Contract Time, CONTRACTOR shall pay to CITY as liquidated damages and not as a penalty the applicable amount(s) indicated below as "Final Design Documents Liquidated Damages Daily Rate" for each calendar day that CONTRACTOR fails to achieve the Final Design Documents Contract Time.

CITY and CONTRACTOR agree that if the Work is not completed within the above defined contract times, CITY's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. CITY may deduct any liquidated damages due from CONTRACTOR from any amounts otherwise due to CONTRACTOR under the Contract Documents. This provision shall not limit any right or remedy of CITY in the event of any other default of CONTRACTOR other than failing to complete the Work within the Contract Time.

Liquidated Damages Daily Rate for Phase 1: \$300

Liquidated Damages Daily Rate for Phase 2 Substantial Completion: \$1,000

Liquidated Damages Daily Rate for Phase 2 Final Completion: \$1,000

Final Design Documents Liquidated Damages Daily Rate: \$1,000

Except as otherwise specifically provided herein, such delay liquidated damages shall constitute the sole and exclusive remedy for delay regardless of legal theory. In addition, the CONTRACTOR's liability for liquidated damages in Phase 1 shall not exceed 20% of the Phase 1 Lump Sum Contract Price and liquidated damages in Phase 2 shall not exceed 5% of the Phase 2 Contract Price, provided however that this limitation shall not limit the City's recovery of non-delay related damages otherwise due under this Contract as a result of CONTRACTOR's default or termination for cause. The limitation shall be included under the aggregate limitation of liability included under Section 6 below.

It is further agreed that in case the Work called for under the Contract is not finished and completed in all parts and requirements within the number of calendar days specified, the City Council shall have the right to increase the number of calendar days or not, as may best to serve the interest of CITY, and if they decide to increase the said number of calendar days, they shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work liquidated damages set forth above.

A calendar day shall not include, nor shall CONTRACTOR be assessed with liquidated damages during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, delays caused by permitting agencies/entities, epidemics, quarantine restrictions, strikes, and freight embargoes, or delays of subcontractors due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within ten (10) days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive, unless appealed under the dispute provisions.

If CONTRACTOR is delayed by reason of alterations made to the specifications, or by any act of the Director or of the CITY, not contemplated by the Contract, and said delay is deemed to be an Excusable Delay pursuant to General Conditions Section 00700-6.3, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties.

If CONTRACTOR is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to General Conditions Section 00700-6.0, the Contract Sum will be increased by the sum indicated below per calendar day for each day for which such compensation is payable. The below daily delay rates shall include all delay damages sought by CONTRACTOR, its design professionals, its subcontractors/suppliers of every tier, and all other entities or persons CONTRACTOR contracts with to perform Work under this Contract, and General Conditions Section 00700-6.4.3. This Article will apply only to the extent that the CONTRACTOR fulfills requisites proving entitlement to

Compensable Delay. The delay daily rate for Phase 1 is the rate provided by CONTRACTOR in its Proposal. The delay daily rates for Phase 2 shall be provided by CONTRACTOR when it submits its Phase 2 proposal, and shall be incorporated into this Contract by the same Contract amendment which will include and add the Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time.

Compensable delay daily rate for Phase 1: \$200 for first 15 calendar days, \$300 per calendar day thereafter.

(h) To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California.

To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours in violation of the provisions of the Labor Code of the State of California.

(i) That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(j) CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the hourly prevailing wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the City of Stockton, Municipal Utilities Department, 2500 Navy Drive, Stockton, California, 95206. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rate of concern is current and paid to the employee.

(k) Without superseding, limiting, or restricting any other representation or warrant set forth elsewhere in the Contract Documents, or implied by operation of law, the CONTRACTOR makes the following covenants and representations to CITY:

CONTRACTOR, including its design professionals and subcontractors, is properly certified, licensed and qualified to perform the Work required by the Contract Documents, and CONTRACTOR shall procure a City of Stockton Business License to be in effect during the entirety of the Project.

CONTRACTOR accepts the relationship of trust and confidence with the CITY established by the Contract Documents. CONTRACTOR will cooperate with CITY.

CONTRACTOR, including its design professionals, has carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Work and have satisfied themselves as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Work.

CONTRACTOR, including its design professionals, has suitably reviewed proposal documents, environmental documents and any other documentation furnished by CITY in the Contract Documents.

In Phase 1, CONTRACTOR shall submit to CITY design work products at 25% and 60-75% completion for scope compliance review by CITY as stated and delineated in Exhibit B. The 25% and 60-75% design work product submissions shall also include a cost estimate for all Work to be performed in Phase 2.

In Phase 1, CONTRACTOR shall submit to CITY design documents that are sufficient for CONTRACTOR to provide to CITY its proposed Phase 2 GMP or Lump Sum Contract Price and Phase 2 Contract Time. The design document submission shall include the information required in Section 3.2.7 of the RFP, and shall be delivered to the CITY concurrently with the proposed Phase 2 GMP or Lump Sum Contract Price and all bidding documents required by Article 1(f) of this Contract.

CONTRACTOR agrees that (1) it will manage, coordinate and fully complete the design; (2) CONTRACTOR will cause its design professionals to describe and depict the final design for the Project, as approved by the CITY, in Contract Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (3) it will manage and timely construct the Project in consideration for the CITY's payment of the Phase 1 and 2 GMP or Lump Sum Contract Prices.

CONTRACTOR, including its design professionals, has reviewed the milestones identified in the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by CONTRACTOR's Proposed Contract Schedule, approved by CITY. CONTRACTOR also agrees that the time is of the essence for the performance of the Work.

CONTRACTOR agrees that all Contract Documents will be completed, coordinated, and accurate. "Contract Documents" means the Request for Qualifications, Request for Proposals, Contractor's Proposal, this Contract, Front End Contract Documents, including General Conditions and Supplemental Conditions, Exhibits, City of Stockton Standard Specifications, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of

Completion, and all other documents identified in this Contract of which together form the Contract between CITY and CONTRACTOR for the Work (the "Contract"). The Contract constitutes the complete agreement between CITY and CONTRACTOR and supersedes any previous agreements or understandings.

The design development documents to be prepared by CONTRACTOR shall include drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the civil, structural, geotechnical, architectural, mechanical, environmental, process, instrumentation, and electrical systems. The design development documents set forth in detail the requirements for the construction of the Work, and shall be based on codes, laws, or regulations enacted at the time of their preparation.

CONTRACTOR agrees that all materials, equipment and furnishings incorporated into or used in the construction work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the CITY, CONTRACTOR will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.

CONTRACTOR agrees that the construction work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the CITY in advance, may be considered defective.

CONTRACTOR agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents at no additional cost to CITY; however, this provision in no way limits the liability of Contractor.

CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of the Phase 2 GMP or Lump Sum Contract Price as security for faithful performance of Phase 2 of this Contract, and shall furnish a separate bond in an amount equal to one hundred percent (100%) of the Phase 2 GMP or Lump Sum Contract Price as security for payment to persons performing labor and furnishing materials in connection with Phase 2 of this Project. Bonds shall be in the form set forth and attached to this Contract.

(1) CONTRACTOR and each of its subcontractors shall comply with Stockton Municipal Code Section 3.68.095 (Local Employment—Public works contractors) (hereinafter "Local Employment Ordinance"), which is incorporated herein by this reference. CONTRACTOR and each of its subcontractors shall complete and maintain all documentation, reports and records required by, and necessary for monitoring their compliance with, the Local Employment Ordinance. The failure of CONTRACTOR or any of its subcontractors to comply with any of the requirements of the Local Employment Ordinance shall be deemed a material breach of the Contract or subcontract.

2. CITY agrees:

(a) To pay CONTRACTOR for the work herein contemplated in the following manner:

For Phase 1, progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to one hundred percent (100%) of the proportional Phase 1 Lump Sum Contract Price, upon the basis of the progress certificate of the Municipal Utilities Director as to the amount of work done and the proportional amount of the contract price represented therefor; and all of the remaining part of the Phase 1 Lump Sum Contract Price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days in accordance with General Conditions Section 00700-8.0. Payments shall be made in accordance with the drawdown schedule required by Section 3.2.1 of the RFP.

For Phase 2, progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety percent (90%) of the proportional Phase 2 GMP or Lump Sum Contract Price, upon the basis of the progress certificate of the Municipal Utilities Director as to the amount of work done and the proportional amount of the Phase 2 GMP or Lump Sum Contract Price represented therefor; and all of the remaining part of the Phase 2 GMP or Lump Sum Contract Price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the filing of the Notice of Completion of said work of construction. Payments shall be made in accordance with the drawdown schedule required by Section 4.5.3 of the RFP, and to be provided by CONTRACTOR in its Phase 2 Proposal. CITY retains the discretion to reduce retention from ten percent (10%) to five percent (5%) when CONTRACTOR has completed fifty percent (50%) of the Work for Phase 2 and pay retention by joint check(s) during the Work for Phase 2 to CONTRACTOR and any Subcontractor or Supplier who have completed their work in the Project.

Pursuant to the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a state or federally chartered bank as escrow agent. The costs of such escrow shall be paid by the CONTRACTOR. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

CONTRACTOR shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from CITY, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of

monies to be withheld by CITY to ensure performance, CONTRACTOR shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held in escrow is equivalent to the amount of money to be withheld by CITY under the Contract.

3. CHANGE ORDERS:

CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer and/or City Representative to be necessary or advisable and to require such extra work as may be determined by the Engineer and/or City Representative to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the authorized CITY official executing this contract and/or the City Council.

Cumulative change orders which exceed the charter limit [\$100,000 as of December 2, 2021] and is adjusted annually on July 1st of each year) plus ten percent of the initial contract price over one hundred thousand dollars (\$100,000) require CITY Council approval. Change orders not meeting the above criteria require approval by the CITY official executing this contract. the dollar amounts of change orders approved by specific city council actions, plus the dollar amounts of any change orders which predate such specific CITY Council action, shall not be counted in computing the authority limits set forth above for CITY officials to approve change orders hereunder. In emergency situations, the authorized CITY official may issue a change order beyond the authority limits described above in order to:

- (i) Prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, CITY; or
- (ii) Protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or
- (iii) Protect, where damage or injury has occurred, the work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized CITY official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized CITY official shall report such action and the reasons therefor to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practicable.

Upon receipt of an approved contract change order, CONTRACTOR shall proceed with the ordered work. If ordered in writing by the Engineer and/or City Representative, CONTRACTOR shall

proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the Engineer will, as soon as practicable, issue an approved contract change order for such work and the provisions in General Conditions Section 00700-7.1.1, "Procedure and Protest," (Specifications) shall be fully applicable to such subsequently issued contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of General Conditions Section 00700-7.1, "Changes," (Specifications) CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

4. AUDITS:

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

5. OPTION

(a) The CITY may exercise its option for performance of the Phase 2 Work if CITY and CONTRACTOR agree to a Phase 2 GMP or Lump Sum Contract Price and Phase Contract Time by the end of the Phase 1 Contract Time, and by providing a written Notice to Proceed to the CONTRACTOR for performance under Phase 2. The Option for Phase 2 may be exercised not later than 90 days after the expiration of Phase 1 Contract Time. If CONTRACTOR has complied with all other terms of the Contract and the CITY fails to exercise its Option for Phase 2 by such calculated date, it shall be deemed that the CITY has decided not to exercise the OPTION.

(b) If CITY decides not to exercise the OPTION under this Article, and CITY notifies CONTRACTOR that CONTRACTOR is not required to perform construction services for Phase 2, it is anticipated that the CITY will take the "off-ramp" as identified in Section 3.4 and Appendix C of the RFP for the Project, and CONTRACTOR will perform, at CITY's discretion and option, and after a Notice to Proceed is issued pursuant to Article 1(g) hereinabove, two separate scopes of work/services:

(i) Upon receipt of the Notice to Proceed identified above in Article 1(g), CONTRACTOR will complete the design of the Project by preparing unified sets of plans and specifications for use by the CITY to solicit competitive bids for construction of the Facilities in accordance with the scope of work set forth in Appendix J, and within the Final Design Documents Contract Time (as

identified above in Article 1(g)). The performance of the final design services under this paragraph shall be performed for the Lump Sum Contract price of \$360,355, as set forth in Exhibit K.

(ii) Upon receipt of a Notice to Proceed from the CITY at a time after CONTRACTOR has completed the services required under Article 5(b)(i) above, CONTRACTOR, pursuant to the terms of the Contract Documents, shall remain the Engineer of Record, and will provide engineering services during construction as set forth in Exhibit L, for the Lump Sum Contract price of \$166,462, as set forth in Exhibit M.

(c) The CITY's "OPTION" rights under this Article 5 are independent of the "Termination for Convenience" rights set forth in General Conditions Section 00700-7.2.5. As such, if the CITY opts to not proceed with Phase 2 after the completion of Phase 1, CONTRACTOR's right of recovery is limited to the Phase 1 Lump Sum Contract Price.

(d) The CITY retains the right to terminate this Contract for convenience at any time in accordance with General Conditions Section 00700-6.7.

6. Limitation of Remedies and Allocation of Risks. (a) The Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This waiver shall survive completion of or termination of the Contract.

The waiver of consequential damages set forth above specifically does not include any and all damages recoverable as liquidated damages as set forth in this contract; all damages arising from claims made by third parties, including, but not limited to, the parties' obligations under the indemnity obligations of this contract; fines or penalties, including those relating to environmental issues; all costs or damages to complete the work contemplated by this contract or to repair or correct defective work; damages incurred to require complete and full compliance with the terms of this contract; and all damages required to ensure that the Work meets the performance requirements of the contract. The waiver of consequential damages will not preclude a party from asserting such damages as an offset to any claim for damages made by the other party, provided that the City may not offset retainage owed to Contractor.

In recognition of the relative risks and benefits of the Project to both City and Contractor, City agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of Contractor to City and any person or entity claiming by, through or under City, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall not exceed 50% of the Contract Sum, inclusive of the limitation on liquidated damages above. This limitation of liability shall not reduce the availability of, or the ability of the City or any other party to pursue and recover amounts from, insurance required to be provided by Contractor, nor shall this limitation of liability limit be applicable to recovery under the performance and payment bonds provided for the Project; to the extent City has a right to recover under such performance

and/or payment bonds, Contractor and the sureties under the bonds shall remain liable in the full amount of such bonds without regard to or reduction by the limitation of liability set forth herein.

7. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

8. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:



BY *[Signature]*
CITY CLERK

for

APPROVED AS TO FORM:

Dated: _____

John Luebberke
CITY ATTORNEY

By _____
CITY ATTORNEY

CITY OF STOCKTON, a municipal corporation

By *[Signature]*
CITY MANAGER
"CITY"

PCL CONSTRUCTION, INC.

By *[Signature]*
MIKE MCKINNEY, VICE PRESIDENT AND DISTRICT MANAGER
"CONTRACTOR"

[Signature]

Shawn W. Britlow
Secretary / Treasurer

20-3598843

Tax Identification No.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, PCL CONSTRUCTION, INC., a STATE OF COLORADO CORPORATION, as Principal and _____, a corporation, organized and existing under the laws of the State of _____ and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of FOUR HUNDRED EIGHTY-FIVE THOUSAND, FIVE HUNDRED NINETY ONE (\$485,591), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
(PROJECT NO. UH22008)

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise, to remain in full force and effect.

BONDS NOT
Required for
Design Phase

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By _____
"PRINCIPAL"

DIRECTOR OF FINANCE

SURETY

APPROVED AS TO FORM:

Dated: _____

John Luebberke
CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENT:

That we, PCL CONSTRUCTION, INC., a STATE OF COLORADO CORPORATION, as Principal and _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of FOUR HUNDRED EIGHTY-FIVE THOUSAND, FIVE HUNDRED NINETY ONE (\$485,591), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said City of Stockton and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

**REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
(PROJECT NO. UH22008)**

NOW THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be Lump Sum as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By _____
"PRINCIPAL"

DIRECTOR OF ADMINISTRATIVE
SERVICES/CFO

SURETY

APPROVED AS TO FORM:

Dated _____

By _____
ATTORNEY-IN-FACT

John Luebberke
CITY ATTORNEY

By _____
CITY ATTORNEY

Exhibit A

Key Personnel and Subcontractor
City of Stockton Municipal Utilities Department
Progressive Design-Build Services
REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

The following is a list of Key Personnel who will be used in design, construction, and operation of the City of Stockton's REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8 Project.

- Ankur Talwar – Principal-in-Charge
- Kevin Alexander – Principal-in-Charge
- Jeff Newman – Design-Build Manager
- Darren Wright – Project Manager
- Silvana Ghiu – Design Manager
- Alex Gorzalski – Design Engineer/Process Mechanical
- Ben Romero – Civil Lead
- Nicole Blute – DDW Permitting

The following is a list of Approved Subcontractors who will be used in design, construction and operation of the City of Stockton's REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8 Project.

- Kjeldsen, Sinnock, Neudeck (KSN) – Surveying
- ENGEO – Geotechnical
- Jeff Gamboni – Landscape Architect
- V&A Consulting Engineers – Corrosion Engineering

Exhibit B

Performance Requirements

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

1.0 Purpose

This Exhibit B sets forth the Minimum Performance Requirements for the Facilities. Actual Performance Requirements and testing confirmation approach will be developed during the Phase I effort.

2.0 Minimum Performance Requirements

The Facilities shall meet or exceed the requirements of SWRCB.

Exhibit C**Phase 1 Scope of Services**

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

**REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project*****Task 1: Project Management, Meetings, and QA/QC*****Task 1.1 Project Management**

Contractor's Design Manager will prepare monthly invoicing and status reports showing progress to date, project schedule update, and budget update. The Design Manager will coordinate activities with the design disciplines on a weekly basis throughout the design phase.

Task 1.2 Project Meetings and Coordination

Contractor will attend scheduled project coordination meetings with the City's project team over the course of the design. This will include a virtual kickoff meeting and up to six (6) virtual coordination meetings with the option to substitute in-person meetings for virtual meetings if necessary. Contractor will provide an agenda at least one (1) day prior to the meetings and provide meeting minutes within five (5) days of all meetings attended. In addition, Contractor proposes weekly conference calls with the City to provide an update on design progress and discuss any key decision points related to the project. Contractor shall be prepared to attend City Council meeting for the award of the phase 1 contract.

Task 1.3 Quality Assurance / Quality Control (QA/QC)

Contractor will follow company quality control procedures and processes including identification of the QC team and responsibilities on this project and requirements for sub-consultants. Contractor will collect, organize and resolve comments and document responses to comments.

Task 1 Deliverables

The following deliverables will be provided for Task 1. Deliverables will be provided in electronic format unless otherwise noted.

- Monthly invoices and progress reports
- Meeting agendas, slides, and minutes

Task 2: Basis of Design Report

Task 2.1 Document Review

The Contractor team will review relevant project documents, including existing as-built design drawings for the existing well and historical water quality data.

Task 2.2 Alternatives Analysis Workshop

A workshop will be conducted to review the treatment alternatives analysis conducted as part of the proposal, and to verify City justification and concurrence with the proposed treatment approach.

Task 2.3 Field Investigations

Contractor and its subconsultants will perform geotechnical boring and engineering, cathodic protection analyses, potholing, and field site surveying.

Geotechnical

Geotechnical analysis will include a single boring to a depth of approximately 50 feet below existing grade or refusal (whichever is shallower) with a truck-mounted drill rig. The boring will be permitted with San Joaquin County and a private utility locator will be retained. Soil samples will be analyzed in a laboratory to determine their engineering properties. Based on these analyses, a geotechnical report will be prepared that includes earthwork, foundation, and pavement recommendations. The report will be signed by a licensed California Geotechnical Engineer.

Cathodic Protection

The cathodic protection subconsultant will conduct the following services:

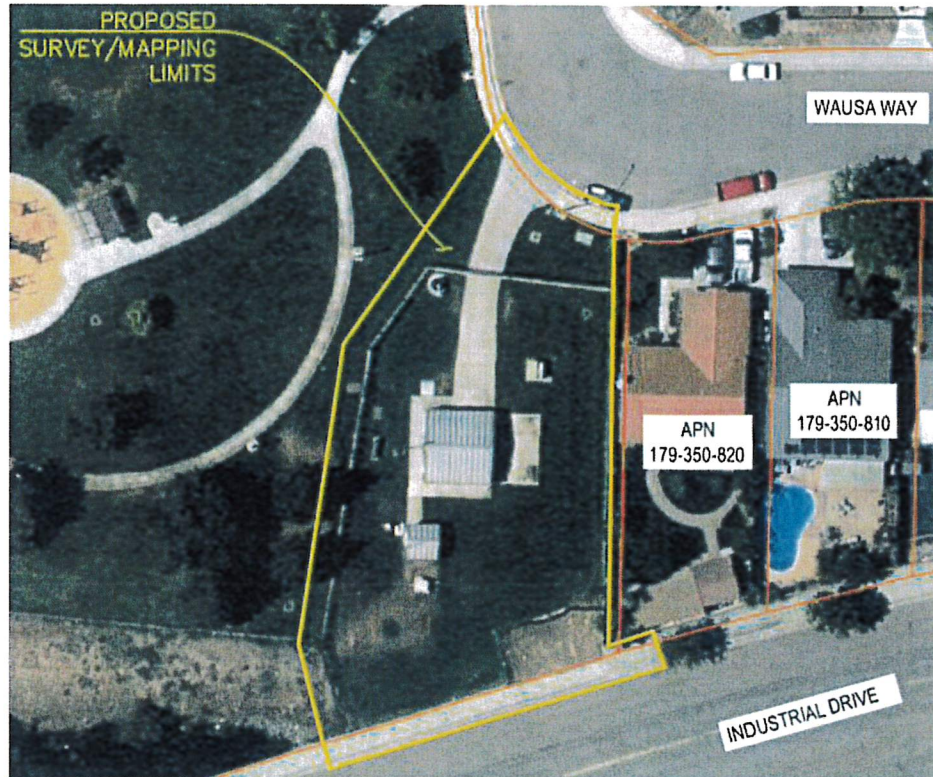
- In-situ soil resistivity testing with by the Wenner four-electrode method at the well site. Resistivity testing will be conducted at up to three (3) locations to a depth of 20 feet below grade or the proposed pipeline depth, whichever is shallower.
- Soil analysis on up to two (2) samples for as-received and saturated resistivities, pH, and concentrations of chlorides, sulfates, and bicarbonates.

Potholing

Potholing will be performed to confirm the location of buried utilities. Up to three (3) potholes will be performed at a depth of up to six (6) feet.

Field Survey

Field surveys will be conducted to verify the existing conditions at the well site. The limits of the proposed survey area are shown in the image below.



Proposed Survey / Mapping Limits

Horizontal and vertical survey control will be established at the project site based upon the City of Stockton horizontal control network (Record of Survey 35-005) and vertical survey control system (City of Stockton Benchmark Book). Horizontal survey control will be referenced to the California Coordinate System of 1983, Zone 3, U.S. Survey Foot units (CCS83-Z3). Vertical survey control will be referenced to the City of Stockton's Benchmarks, either the National Geodetic Vertical Datum of 1929 (NGVD29) or the North American Vertical Datum of 1988 (NAVD88), whichever is appropriate for the project. A ground-based survey will be performed utilizing conventional, 3D laser scanning, and/or GPS surveying techniques at the SSS8 well site. The general items to be surveyed within the project limits include the following:

- 1) Hardscape Features
- 2) Structures
- 3) Site Appurtenances
- 4) Fences
- 5) Trees
- 6) Visible Surface Utilities
- 7) Invert Elevations of Visible and Accessible Below Grade Utilities

- 8) Spot Elevations in Flat Areas
- 9) Offsets to Utility Pothole Reference Points and Geotechnical Explorations

Topographic mapping will be prepared using the survey information collected. Mapping will be prepared at a 1-foot contour interval and a horizontal scale of 1" = 20'. The final topographic mapping will show contours and visible surface features within the mapping limits. The topographic mapping will be delivered as an AutoCAD Civil 3D DWG file and PDF file. AutoCAD drawings shall be submitted in unprotected and modifiable digital CAD file in Civil 3D 2018 format.

Field surveys will be performed to search for existing monuments based on records research and prepare preliminary boundary/right of way mapping for the project site. The mapping will show existing boundary lines, right of way lines, and existing easements, to be identified using record documents from a preliminary title report. Preliminary boundary/right of way mapping will be referenced to the project base mapping coordinate system.

Task 2.4 Basis of Design Report

Contractor will prepare a Basis of Design Report (BODR) summarizing the findings of the preliminary design activities, which will serve as the engineering technical report for submittal to DDW.

The BODR is anticipated to include:

- Results of field investigations
- Documentation of treatment alternatives analysis
- Design criteria for project components and systems
- High-level evaluation of well pump hydraulic requirements
- Electrical power supply requirements
- Preliminary site layouts
- Permitting requirements
- Startup, commissioning, and testing plan
- Preliminary drawing list
- Preliminary table of contents for specifications
- Well disinfection system

A BODR Review Meeting will be conducted with the City to review key BODR decisions and documentation.

Task 2 Deliverables

The following deliverables will be provided for Task 2. Deliverables will be provided in electronic format unless otherwise noted.

- Alternatives Analysis Workshop agenda, slides, and minutes
- Final Geotechnical Report
- Final Topographic Survey
- Draft and Final BODR
- BODR Review Meeting agenda, slides, and minutes

Task 3: Permitting

Many of the permitting requirements pertain to construction and operation of the Facilities and therefore, are not applicable until Phase 2. Nevertheless, the Contractor will coordinate with the appropriate regulatory agencies, list the appropriate permits, understand the permitting requirements, resolve permitting issues identified in Phase 1, and prepare a schedule and action plan for obtaining all permits that are required to construct and operate the Facilities.

Contractor will support the City by identifying DDW concerns early in the project. Contractor will coordinate a BODR review meeting with DDW and the City so that any DDW concerns are documented, and any potential requested changes can be incorporated into the detailed design. Contractor will also prepare a list of necessary permits and schedule for obtaining them during Phase 2.

CEQA Documentation

It is anticipated the project would require preparation of an Initial Study (IS) followed by a Negative Declaration (ND) or Mitigated Negative Declaration (MND). In addition, Contractor shall perform a Natural/Cultural Resources evaluation.

Prepare Mitigated Neg/Dec:

Task No.	Description of Scope Item
1	Review background materials (proposed treatment system, existing site conditions, desktop environmental mapping)
2	Draft Project Description
3	Develop IS/MND Outline (EA Checklist)
4	Develop Admin Draft IS/MND
5	Client Review of Admin Draft IS/MND
6	Respond to Client Comments – Draft IS/MND
7	Client Backcheck of Draft IS/MND
8	Finalize Draft IS/MND
9	Client Review of final IS/MND
10	Respond to Client Comments and develop final IS/MND

Public Engagement Activities:

Task No.	Description of Scope Item
1	Draft Notice of Intent (NOI) to Adopt MND
2	Client Review and Finalize NOI
3	Public NOI and IS/MND
4	Public Review Period (30-d)
5	Public Meeting (if needed)
6	Response to Public and Agency Comments
7	Approval of Final IS/MND & File Notice of Determination with Local & State Agencies

Task 3 Deliverables

The following deliverables will be provided for Task 3. Deliverables will be provided in electronic format unless otherwise noted.

- DDW BODR Review Meeting agenda, slides, and minutes
- List of necessary permits and a schedule for obtaining them during Phase 2

Tasks 4 and 5: 25% and 60% Plans, Specifications, and Draft Cost Model

Contractor will prepare 25% and 60% submittals that include plans, specifications, and a draft cost model. Contractor will use industry standard cost model and Contractor will provide review of the model for the early design submittals.

Specifications will be provided for major equipment only. Examples of major equipment include cartridge filters, media vessels, PFAS treatment media, disinfection system, and if required, well pumps, motors, and drives. Full specifications will be provided in Phase 2, if authorized.

The final project design is anticipated to include the number of drawings listed below. The 25% and 60% design submittals will include drawings necessary to convey the project requirements at the respective level of design.

- Four (4) General Drawings
- Five (5) Civil Site Drawings
- Two (2) Landscape Drawings
- Eight (8) Structural Drawings

- Seven (7) Mechanical Drawings
- Eleven (11) Electrical Drawings
- Seven (7) Instrumentation and Control Drawings

A value engineering review will be conducted by Contractor at 25% design. Results of the VE will be shared with the City during the review meeting to determine if the ideas or concepts are worthy of carrying forward in the design.

Constructability reviews will be conducted as part of the QA/QC for each design submittal. Results of the constructability review will be documented in the QC comment response resolution form.

Task 4 and 5 Deliverables

The following deliverables will be provided for Tasks 4 and 5. Deliverables will be provided in electronic format unless otherwise noted.

- 25% Design Submittal
 - Plans in electronic PDF form
 - Three (3) full-size sets of printed plans (22"x34")
 - Specifications for major equipment in electronic PDF form
 - Initial estimate of probable cost in the Cost Model Format
- 60% Design Submittal
 - Comment response log for addressing City's comments on 25% submittal
 - Plans in electronic PDF form
 - Three (3) full-size sets of printed plans (22"x34")
 - Specifications for major equipment in electronic PDF form
 - Updated estimate of probable cost including assumptions in the Cost Model Format
 - Outline of O&M manuals, written standard operating procedures (SOP), and training agenda

Exhibit D

Phase 1 Cost City of Stockton Municipal Utilities Department Progressive Design-Build Services REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8 Project

PCL/HAZEN Phase 1 Task Detail	Project- Charge													Project Manager		Senior TA QM/QC		Project Engineer		Asst Engr		Civil /Mech		Civil		Elec		IMC		Struct /Arch		Cost Estimate		Senior Designer		KNS		ENGE		John G		VLA		Cultural & Biological Surveys		GrandTotal																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
	\$200	\$205	\$205	\$215	\$215	\$140	\$205	\$140	\$205	\$140	\$215	\$175	\$215	\$215	\$145																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															

Exhibit E**Phase 2 ESDC Scope of Services**

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

**REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project****Phase 2 Services**

The following is a summary of the Phase 2 Design and Engineering Services during Construction (ESDC) Scope of Services. The Phase 2 Scope of Services will be further detailed in the Phase 2 Proposal. All Phase 2 services are contingent on satisfactory performance of Phase 1 services and successful negotiation of a Contract amendment for Phase 2. The following activities are anticipated in Phase 2:

- Completion of final design packages as necessary for physical construction of the Facilities
- Completion of permitting services including obtainment of building and operating permits
- Procurement of equipment and materials separately from construction contracts as necessary to achieve project delivery schedule
- Integration with the City's SCADA system
- Compliance with all permitting terms and conditions
- Compliance with all environmental mitigation requirements if required
- Site safety and security during construction including coordination of site visits
- Completion of start-up and all required acceptance tests, SOP development, training, and including provision of chemicals during start-up
- Provision of an operations and maintenance (O&M) manual, as-built drawings and other project documentation in searchable Adobe Acrobat format; as-built drawings also provided on Mylar sheets and in AutoCAD files
- Training of the City staff
- Completion of the project within the GMP or Lump Sum Price and contract time and in accordance with all Contract requirements

Contractor shall prepare final design packages as necessary to facilitate permitting and construction of the Facilities and notify the City of any deviations from the approved Phase

1 work products. City shall review the final design packages and construction/procurement submittals to confirm such conformance.

Contractor shall use the Phase 1 work products to procure all necessary equipment and materials for construction of the Facilities.

Contractor shall use the preliminary permitting information from Phase 1 and supplemental documentation to prepare complete applications for all necessary permits for construction of the Facilities and operation of the Facilities. Contractor shall track the permitting applications and proactively work with the permitting agencies to facilitate approval, respond to agency questions, and provide supplemental information as requested by the permitting entities.

The City and its agents will conduct regular inspections throughout construction to ensure that the work is completed in accordance with the approved Phase 1 work products, final design packages, and Contract amendment for Phase 2.

Contractor shall prepare and deliver conformed as-built drawings in both electronic and hard copy formats.

The Facilities must pass two acceptance tests: an Initial Acceptance Test as part of and as a condition of Substantial Completion and a Final Acceptance Test as part of and as a condition for Final Acceptance and Completion. The Contractor shall conduct the Initial Acceptance Test after certifying to the City that the Contractor is ready for the test, and the Contractor is in compliance with the applicable terms of the Contract. Readiness means that the Facilities can produce treated groundwater meeting drinking water standards is operable, and the equipment manufacturers have certified that the equipment was properly installed and tested in accordance with manufacturer recommendations.

It is recognized that construction to the point of final completion and acceptance is not necessary for the Acceptance Test. For example, non-operating components such as landscaping are not critical to Substantial Completion and the Acceptance Test. Therefore, continued construction to the point of final completion is acceptable after the Acceptance Test as long as such construction does not affect compliance with the Performance Requirements.

The Acceptance Test shall demonstrate compliance with the Performance Requirements.

Contractor shall perform all acceptance testing for the Facilities and prepare and submit acceptance test reports (potentially by third-party consultant(s)) as specified in the Contract amendment. The City will not accept the Facilities until the Contractor furnishes an acceptable Acceptance Test report. Furthermore, the City will not accept the Acceptance Test results until the City and Contractor obtain any necessary regulatory agency approvals of the test results.

EXHIBIT 1

Contractor shall complete all repairs and replacements to equipment, materials, structures and other improvements constituting the Facilities as necessary after the Acceptance Test and prior to Final Completion.

Except as excused by City fault, Contractor shall design and construct Facilities that can continuously operate (uninterrupted 24 hours per day, seven days per week) in accordance with the Performance Requirements as specified in the Contract. Liquidated damages may be assessed by the City if the design and construction result in Facilities that cannot achieve the Performance Requirements.

Exhibit F

Phase 2 ESDC Cost

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

Phase 2 Engineering Fee:
10.00% of Construction cost

Exhibit G

Phase 2 CM Scope of Services

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

**REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project**

The Phase 2 Construction Management (CM) Scope of Services will be detailed in the Phase 2 Proposal to be submitted at the end of the Phase 1 Services. A general description of Phase 2 Services is provided in Exhibit E.

Exhibit H

Phase 2 CM Cost

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

Phase 2 Construction Management Fee:

6.90% of Construction cost

Exhibit J

Off Ramp Scope of Services
City of Stockton Municipal Utilities Department
Progressive Design—Build Services
REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

Task 1: Project Management and Meetings**Task 1.1 Project Management**

Contractor's Design Manager will prepare monthly invoicing and status reports showing progress to date, project schedule update, and budget update. The Design Manager will coordinate activities with the design disciplines on a weekly basis throughout the design phase.

Task 1.2 Project Meetings and Coordination

Contractor will attend scheduled project coordination meetings with the City's project team over the course of the design. This will include up to three (3) virtual coordination meetings. Contractor will provide an agenda at least one (1) day prior to the meetings and provide meeting minutes within five (5) days of all meetings attended. In addition, Contractor proposes weekly conference calls with the City to provide an update on design progress and discuss any key decision points related to the project.

Task 1 Deliverables

The following deliverables will be provided for Task 2. Deliverables will be provided in electronic format unless otherwise noted.

- Monthly invoices and progress reports
- Meeting agendas, slides, and minutes

Task 3: Permitting

Contractor will provide assistance to the City for Permitting with DDW, including preparation of technical reports for the approval of a Domestic Water Supply Permit Amendment. Contractor shall incorporate approvable available treatment technologies in the system design for DDW permit issuance.

If upgrades to electrical service are required, Contractor will identify and apply for electrical service from Pacific Gas & Electric.

Tasks 6: 90% and 100% Plans, Specifications, and Cost Model

Contractor will prepare 90% and 100% submittals that include plans, specifications, and a draft cost model.

The final project design is anticipated to include the number of drawings listed below.

- Four (4) General Drawings
- Five (5) Civil Site Drawings
- Two (2) Landscape Drawings
- Eight (8) Structural Drawings
- Seven (7) Mechanical Drawings
- Eleven (11) Electrical Drawings
- Seven (7) Instrumentation and Control Drawings

A value engineering and constructability review will also be included as part of the QA/QC for each design submittal.

Task 6 Deliverables

The following deliverables will be provided for Task 6. Deliverables will be provided in electronic format unless otherwise noted.

- 25% Design Submittal
 - Comment response log for addressing City's comments on 60% submittal
 - Plans in electronic PDF form
 - Three (3) full-size sets of printed plans (22"x34")
 - Technical specifications in electronic PDF form
 - Three (3) sets of printed and bound technical specifications
 - Engineer's Opinion of Probable Cost Technical Memoranda
- 100% Design Submittal
 - Comment response log for addressing City's comments on 90% submittal
 - Plans in electronic PDF form
 - Three (3) full-size sets of printed plans (22"x34")
 - Technical Specifications in electronic PDF form
 - Three (3) sets of printed and bound technical specifications
 - Engineer's Opinion of Probable Cost Technical Memoranda

Exhibit K

Off Ramp Cost

City of Stockton Municipal Utilities Department

Progressive Design—Build Services

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

First-Off Ramp (Design) Fee:

\$360,355 Lump Sum

Exhibit L

Off Ramp ESDC Scope of Work

City of Stockton Municipal Utilities Department

Progressive Design–Build Services

**REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project**

Contractor will provide engineering services during construction phase, including:

- Review of up to 100 shop drawings, including resubmittals.
- Respond to up to a total of 20 Requests for Information.
- Provide revisions to the construction drawings as directed by the City. Assumed a total of 24 hours of design time and 18 hours of engineering time.
- Attend up to 8 construction meetings. Assumed each meeting is 1-hour duration.
- Prepare a draft and final electronic version of record drawings, and one full size hard copy of record drawings, at the completion of construction. City to review draft record drawings, and comments to be incorporated into final submittal.
- Provide assistance during start-up and testing. Assistance, at a minimum, will include participation by the electrical design engineer and process mechanical engineer. Assumed start-up and testing assistance for a 2-day period.

Exhibit M

Off Ramp ESDC Cost

City of Stockton Municipal Utilities Department

Progressive Design-Build Services

REHABILITATION OF SOUTH STOCKTON SYSTEM GROUNDWATER WELL SSS8
Project

Second-Off Ramp (ESDC) Fee:

\$166,462 Lump Sum

Exhibit N

(Intentionally left blank. Does not apply to this project.)

Exhibit O

(Intentionally left blank. Does not apply to this project.)

Exhibit P

(Intentionally left blank. Does not apply to this project.)

Exhibit Q

GUARANTEED MAXIMUM PRICE

City of Stockton Municipal Utilities Department
Progressive Design-Build Services
South Stockton Groundwater Well Rehabilitation at Well SSS8 Project

Guaranteed Maximum Price ("GMP"). CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work provided, however, that the Cost of the Work shall not exceed the GMP of \$5,425,255.00, as adjusted by Change Order in accordance with the Contract Documents. The Cost of the Work as defined below.



CONSTRUCTION

BE Number BE220039
Opportunity No 54.511.CIV.21.112312
Owner File No
Project **Stockton Groundwater Well Rehab at Well SSS8 (P**
Location Stockton CA, USA

PCL Construction, Inc.
Civil Infrastructure - Long Beach
General Estimate Summary

EXHIBIT 1

Summary Page 1 of 2

Nov 01, 2022

1:17:08 PM

Sheet Name	Description	Quantity UOM	Labor			Equipment			Services/ Tools / Supplies		Material		Subcontract		Total Cost	
			Hours	Rate	Total	Hours	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Subcontractor & Vendor Pricing																
DIV 01	GENERAL REQUIREMENTS	100 %	4,273	107.09	457,641	2,076	235.03	23,503	265.24	26,524	1,420	142,005	204.83	20,483	6,701.56	670,156
DIV 02	EXISTING CONDITIONS	1 LS	913	93.79	85,649	482	---	27,783	---	---	---	22,741	---	196,640	---	332,813
DIV 03	CONCRETE	1 LS	358	100.41	35,989	519	---	7,280	---	9,597	---	28,049	---	39,480	---	120,395
DIV 09	FINISHES	1 LS	---	---	---	---	---	---	---	---	---	---	---	89,005	---	89,005
DIV 11	EQUIPMENT	1 LS	544	79.71	43,365	8	---	1,164	---	---	---	1,047,738	---	346,634	---	1,438,901
DIV 15	MECHANICAL	1 LS	1,968	79.14	155,752	466	---	20,188	---	---	---	428,329	---	23,873	---	628,143
DIV 16	ELECTRICAL	1 LS	---	---	---	---	---	---	---	---	---	---	---	452,000	---	452,000
Subcontractor & Vendor Pricing			8,057	---	778,396	3,551	---	79,918	---	36,120	---	1,668,862	---	1,168,115	---	3,731,412
Phase 2 Engineering 1 LS																
Design	Phase 2 Engineering Fee	1 LS	---	---	---	---	---	---	---	---	---	---	---	393,315	---	393,315
Phase 2 Engineering 1 LS			---	---	---	---	---	---	---	---	---	---	---	393,315	---	393,315
Insurance & Bond 1 LS																
GE 9	F7 General Liability & Builders Risk	100 %	---	---	---	---	---	---	864.08	86,408	---	---	---	---	864.08	86,408
GE 8	F6 Bond	100 %	---	---	---	---	---	---	813.83	81,383	---	---	---	---	813.83	81,383
Insurance & Bond 1 LS			---	---	---	---	---	---	---	167,792	---	---	---	---	---	167,792
0 15.04% T.DC.			---	---	---	---	---	---	---	167,792	---	---	---	393,315	---	561,107
Sub Total			8,057	---	778,396	3,551	---	79,918	---	203,912	---	1,668,862	---	1,561,430	---	4,292,518
Fee 10.00% T.C.																429,252
60% GMP Pricing																4,721,770
Allowances																
Cost 01	PROJECT ALLOWANCE	1 LS	---	---	---	---	---	---	---	---	---	703,485	---	---	---	703,485
Allowances 15.04% T.DC.			---	---	---	---	---	---	---	---	---	703,485	---	---	---	703,485

001 STANDARD LANDSCAPE MASTER.RPT

C:\Users\praveenreddy\AppData\Local\BEST\LocalFiles\50b07a5d-d27a-4cad-a7a7-cefa0c417e7\

Proprietary and Confidential



BE Number	BE220039
Opportunity No	54.511.CIV.21.112312
Owner File No	
Project	Stockton Groundwater
Location	Stockton CA, USA

PCL Construction, Inc.
Civil Infrastructure - Long Beach
General Estimate Summary

EXHIBIT 1

Summary Page 2 of 2

Nov 01, 2022

1:17:08 PM

[illegible]

Attachment A to Amendment No. 1
Specification Sections

SECTION 00010 - TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

Section

00010 Table of Contents

00100 Instructions to Contractor

- 1.0 Inspection of Site
- 2.0 Wage Rates
- 3.0 Offer of Assignment of Antitrust Actions
- 4.0 Assignment of Contract
- 5.0 Contract and Bonds
- 6.0 Execution of Contract
- 7.0 Business License
- 8.0 Construction and Demolition Debris
- 9.0 Local Employment
- 10.0 Community Workforce and Training Agreement

00220 Geotechnical Data

GENERAL REQUIREMENTS

00500 Construction Contract

00700 General Conditions

- 1.0 GENERAL
- 1.1 Intent of Contract Documents
- 1.2 Discrepancies and Omissions
- 1.3 Headings
- 1.4 Penalty for Collusion
- 1.5 Successors and Assigns
- 1.6 Assignment to City
- 1.7 Rights and Remedies
- 1.8 Ownership and Use of Contract Documents
- 2.0 ADMINISTRATION
- 2.1 Administration of the Contract
- 2.2 City's Representative
- 2.3 Construction Management
- 2.4 Not Used

- 3.0 CITY
 - 3.1 General
 - 3.2 Attention to Work
 - 3.3 Inspection
 - 3.4 City's Right to Carry Out the Work
 - 3.5 City's Right to Use or Occupy
 - 3.6 City's Right to Perform Work and to Award Separate Contracts
- 4.0 CONTRACTOR
 - 4.1 Office
 - 4.2 Contractor's Representative
 - 4.3 Construction Procedures
 - 4.4 Contractor's Employees
 - 4.5 Subcontractors
 - 4.6 Contractor's Equipment and Facilities
 - 4.7 Public Safety and Convenience
 - 4.8 City-Contractor Coordination
 - 4.9 Permits
 - 4.10 Contractor's Responsibility for the Work and Materials
 - 4.11 Laws to be Observed
 - 4.12 Safety
 - 4.13 Review of Contract Documents and Field Conditions by Contractor; Single Point Responsibility of Contractor
 - 4.14 Design, Supervision and Construction Procedures
 - 4.15 Labor and Materials
 - 4.16 Construction Documents
- 5.0 CONTROL OF WORK AND MATERIALS
 - 5.1 Means and Methods
 - 5.2 City Furnished Materials
 - 5.3 Defective and Unauthorized Work
 - 5.4 Unnoticed Defects
 - 5.5 Right to Retain Imperfect Work
- 6.0 PROGRESS OF THE WORK
 - 6.1 Beginning of Work
 - 6.2 Time of Completion
 - 6.3 Delays
 - 6.4 Time Extensions
 - 6.5 Liquidated Damages
 - 6.6 Reserved
 - 6.7 Termination By City for Cause
 - 6.8 Suspension By City for Convenience
 - 6.9 Termination By City for Convenience
 - 6.10 Temporary Suspension of Work
- 7.0 SCOPE OF WORK - CHANGES IN THE WORK
 - 7.1 Changes
 - 7.2 Change Orders
 - 7.3 Differing Site Conditions
 - 7.4 Changes to Construction Documents
 - 7.5 Contract Interpretation
 - 7.6 Claims

- 7.7 Dispute Resolution
- 8.0 PAYMENT
 - 8.1 Scope of Payment
 - 8.2 Partial Payments
 - 8.3 Partial Payments - Inclusion of Materials on Hand
 - 8.4 Right to Withhold Amounts
 - 8.5 Reserved
 - 8.6 Substantial Completion
 - 8.7 Acceptance
 - 8.8 Facilities Startup and Testing
 - 8.9 Final Completing and Final Payment
 - 8.10 Warranty of Title
- 9.0 EXISTING UTILITIES
 - 9.1 General
 - 9.2 Notification and Location
 - 9.3 Damage and Protection
 - 9.4 Utility Relocation and Rearrangement
- 10.0 NOT USED
- 11.0 APPLICABLE LAW/CODE REQUIREMENTS
- 12.0 USE OF SITE AND CLEAN UP
- 13.0 UNCOVERING AND CORRECTION OF CONSTRUCTION
- 14.0 GUARANTEE
- 15.0 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD
- 16.0 CORRECTION OF PATENT DEFECTS OR LATENT DEFECTS AFTER EXPIRATION OF GUARANTEE PERIOD

00800**Supplementary Conditions**

- 1.0 LOCAL EMPLOYMENT
 - 1.1 Good Faith Effort
 - 1.2 Required Documentation
 - 1.3 Forms Submitted Under Penalty of Perjury
 - 1.4 Irresponsible Bidder Declaration
 - 1.5 Binding on Subcontractors
 - 1.6 Definitions
 - 1.7 Contracts – Subcontracts
 - 1.8 Exceptions
- 2.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT
- 3.0 Labor, Working Hours

4.0 Services, Materials, and Equipment

00820 Liability and Insurance Requirements

1.0 INSURANCE REQUIREMENTS

2.0 INDEMNIFICATION

DIVISION 1 - GENERAL REQUIREMENTS

01010 Summary of Work

1.0 WORK COVERED BY CONTRACT DOCUMENTS

2.0 CONTRACT ADMINISTRATION

2.1 Name of Construction Manager

2.2 Reserved

2.3 Name of City's Representative

3.0 TIME ALLOWED FOR COMPLETION

4.0 DAMAGES FOR DELAYS

5.0 WEATHER DAYS

6.0 WORK SEQUENCE AND CONSTRAINTS

7.0 OCCUPANCY REQUIREMENTS

8.0 RESERVED

9.0 TRENCH EXCAVATION

10.0 WORK UNDER OTHER CONTRACTS

11.0 CONTRACTOR'S WORK PERCENTAGE

12.0 UNDERGROUND FACILITIES

13.0 LEGAL AND CITY HOLIDAYS

01015 General Provisions

1.0 GENERAL

1.1 Description

1.2 Guarantee

1.3 Skilled and Trained Workforce Reporting

1.4 Permits and Licenses

1.5 Patents

- 2.0 PRODUCTS (Not applicable in this Section)
- 3.0 EXECUTION
 - 3.1 Public Complaints
 - 3.2 Reserved
 - 3.3 Precedence of Contract Documents
 - 3.4 Care and Protection of Property
 - 3.5 Field Check of Existing Improvements
 - 3.6 Protection of Existing Improvements
 - 3.7 Cooperation With Others
 - 3.8 Unfavorable or Hazardous Construction Conditions

01025 Measurement and Payment

- 1.0 MEASUREMENT OF QUANTITIES
 - 1.1 General
 - 1.2 Units of Measurement
 - 1.3 Certified Weights
 - 1.4 Methods of Measurement
- 2.0 RESERVED
- 3.0 PAYMENT

01035 Modification Procedures

- 1.0 GENERAL
- 2.0 CONTRACT MODIFICATION PROCEDURES
- 3.0 COST DETERMINATION
- 4.0 COST PRICING DATA AND ACCESS TO RECORDS
- 5.0 TIME EXTENSIONS FOR CHANGE ORDERS

01040 Coordination

- 1.0 GENERAL
- 2.0 COOPERATION WITH OTHERS
- 3.0 ORGANIZATION AND COORDINATION
 - 3.1 Monthly Reports
 - 3.2 Daily Reports
 - 3.3 Correspondence
- 4.0 SYSTEM OUTAGE REQUESTS
- 5.0 SEQUENCING OF THE WORK
- 6.0 ACCESS TO PROJECT FACILITIES

01050 Field Engineering

1.0 CHECK OF EXISTING IMPROVEMENTS

2.0 DATUM

3.0 LINES AND GRADES

01060 Regulatory Requirements

1.0 APPLICABLE CODES

1.1 Laws and Regulations

1.2 Codes

1.3 Specifications

2.0 LICENSES, FEES, AND PERMITS

2.1 Contractor's License

2.2 Business License

3.0 EARTHQUAKE DESIGN AND RESTRAINT

01090 References

1.0 DEFINITIONS

2.0 ABBREVIATIONS

01200 Project Meetings

1.0 PRE-CONSTRUCTION CONFERENCE

1.1 Attendees

1.2 Agenda

1.3 Minutes

2.0 PROGRESS MEETINGS

2.1 Schedule

2.2 Attendees

2.3 Agenda

2.4 Minutes

3.0 CONFERENCES

4.0 POST CONSTRUCTION MEETING

01210 Allowances

1.1 General

1.2 Cash Allowances

01300 Submittals

1.0 GENERAL SUBMITTALS REQUIREMENTS

2.0 SUBMISSION AND REVIEW

- 3.0 SCHEDULE OF VALUES
- 4.0 PROGRESS SCHEDULE
- 5.0 SHOP DRAWINGS
- 6.0 SAMPLES
- 7.0 MATERIALS LISTS AND EQUIPMENT DATA
- 8.0 VENDOR O&M MANUALS
- 9.0 INSTALLATION INSTRUCTIONS
- 10.0 CITY PERSONNEL TRAINING PLAN
- 11.0 OTHER SUBMITTALS
- 12.0 STORAGE INSTRUCTIONS
- 13.0 TOOLS, ACCESSORIES, SPARE PARTS, AND MAINTENANCE MATERIALS
- 14.0 RECORD DRAWINGS
- 15.0 PROCESS CONTROL NARRATIVES
- 16.0 CERTIFICATES
- 17.0 EARTHQUAKE DESIGN AND RESTRAINT
- 18.0 CONSTRUCTION PHOTOGRAPHS
- 19.0 REVISION OF SUBMITTALS

01310**Progress Schedule**

- 1.0 CONSTRUCTION SCHEDULE
 - 1.1 General
 - 1.2 Form of Schedules
 - 1.3 Review of System
 - 1.4 Updates
 - 1.5 Submittals
- 2.0 WEATHER CONDITIONS
- 3.0 RESERVED
- 4.0 TIME IMPACT ANALYSES
 - 4.1 Requirement
 - 4.2 Delays
 - 4.3 Submittal
- 5.0 WEEKLY ACTIVITIES PLAN

6.0 RESERVED

7.0 RESERVED

01400

Quality Control

1.0 QUALITY CONTROL

2.0 INSPECTION

3.0 SAMPLES AND TESTS

3.1 Sampling

3.2 Testing

3.3 Test Standards

01500

Construction Facilities and Temporary Controls

1.0 GENERAL

2.0 TEMPORARY UTILITIES

2.1 Electrical Service

2.2 Water

2.3 Temporary Lightning

2.4 Heating and Ventilation

2.5 Sanitary Conveniences

3.0 CONSTRUCTION FACILITIES

3.1 Staging and False Work

3.2 Temporary Enclosures

3.3 Warning Devices and Barricades

3.4 Above Grade Protection

3.5 Use of Explosives

4.0 PROTECTION AND RESTORATION OF PROPERTY

5.0 PROJECT SECURITY

5.1 Fire Extinguisher

5.2 First Aid

5.3 Temporary Fences

6.0 ACCESS ROADS

7.0 SPECIAL CONTROLS

7.1 Dust Control

7.2 Mud Control

7.3 Noise Abatement

7.4 Working Hours

7.5 Drainage Control

7.6 Construction Cleaning

7.7 Disposal of Material

7.8 Parking and Storage Areas

8.0 TRAFFIC REGULATION

- 8.1 General
- 8.2 Haul Routes
- 8.3 Traffic Control
- 9.0 PROJECT OFFICE
- 9.1 Accessibility of Records
- 10.0 CONTRACTOR'S SAFETY RULES

01600 Material and Equipment

- 1.0 STORAGE OF MATERIALS
- 2.0 HAZARDOUS MATERIALS

01660 System Testing

01670 Training

- 1.0 GENERAL
- 2.0 INSTRUCTORS
- 3.0 SCHEDULING
- 4.0 INSTRUCTION PROGRAM
- 5.0 LOCATION
- 6.0 RECORD OF TRAINING SESSIONS

01700 Contract Closeout

- 1.0 MANUALS
- 2.0 EQUIPMENT START-UP
- 3.0 FINAL CLEANING
 - 3.1 Final Clean-up
 - 3.2 Final Building Clean-up
- 4.0 PROJECT COMPLETION
 - 4.1 Substantial Completion
 - 4.2 Final Completion
 - 4.3 Project Record Documents
 - 4.4 Punchlist
- 5.0 GUARANTEE

SECTION 00100 - INSTRUCTIONS TO CONTRACTOR

1.0 INSPECTION OF SITE

Contractor is required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work.

Submission of Contractor's Phase 2 GMP shall constitute conclusive evidence that, if awarded the Phase 2 Contract Amendment, it has relied and is relying on its own examination of:

- a. The site of the work.
- b. Access to the site.
- c. All other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract.
- d. The conditions to be encountered.
- e. The character, quality and scope of the proposed work.
- f. The quality and quantity of the materials to be furnished.
- g. The requirements of the proposal, the plans, the specifications, and the other Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Contractor to the extent such independent investigation of site conditions is deemed necessary or desirable by the Contractor. However, it is specifically understood that Contractor is entitled to rely on the accuracy of any City-furnished information used to develop the design or otherwise provided to the Contractor during Phase 1 and Phase 2 of the Project.

2.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations are on file with the City.

Contractor shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work.

Contractor and all subcontractors shall also comply with, and ensure that wage rates are in conformance with, the requirements of Specification Sections 00700, section 4.11, and

Laws to be Observed. To the extent there is any conflict or inconsistency among or between the Contract Documents or any laws regarding labor or wage requirements, the Contract Document or law imposing the greater or more strict requirement on Contractor and/or any subcontractor shall control.

3.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a Phase 2 GMP to the City, the Contractor offers and agrees that if the Phase 2 GMP is accepted and the Phase 1 Contract Amendment is executed, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the Phase 1 Contract Amendment.

4.0 ASSIGNMENT OF CONTRACT

The Contractor shall not assign any part of this Contract unless it complies with Section 00700-1.5, Successors and Assigns.

5.0 CONTRACT AND BONDS

Contractor will be required to furnish, in duplicate counterpart, a Labor and Material Bond on forms provided by the City, in an amount equal to one hundred percent (100%) of the total Phase 2 GMP (which includes Phase 2), a Faithful Performance Bond in an amount equal to one hundred (100%) of the Phase 2 GMP, and evidences of insurance in accordance with Section 00820. Said insurance and bonds shall be secured from a surety company satisfactory to the City.

The form of Contract, and the forms of bonds, as provided in Section 00500, which Contractor will be required to execute and furnish shall be carefully examined by the Contractor. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Labor and Material Bond is to secure the payment of those to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the Contractor in performing the work.

The bonds required of the Contractor shall be furnished by a company authorized to do a surety business in the State of California: said bonds shall be executed by the surety and Contractor before or concurrently with the signing of the Contract. The form of said bonds must be approved by the City Attorney and the surety must be approved by the City's Director of Administrative Services / Chief Finance Officer.

All alterations, extensions of time, extra or additional work and other changes authorized by these specifications, or any part of the Contract may be made without securing the consent of the surety on the Contract bonds.

6.0 EXECUTION OF CONTRACT

The Contract shall be executed by the Contractor and returned within ten (10) days after receiving the Contract. Time is of the essence in this regard. After execution by City, one copy of the Contract shall be returned to Contractor. As provided in Section 00500, the performance and payment bonds would be required before the City executes an amendment to the Contract for Phase 2.

7.0 BUSINESS LICENSE

The Contractor must obtain and maintain a valid City of Stockton business license throughout the fiscal periods embraced by the duration of the Contract.

8.0 CONSTRUCTION AND DEMOLITION DEBRIS

In order to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939, the City of Stockton requires that construction and demolition projects recycle a minimum of fifty percent (50%) of all discarded materials generated by the projects to divert project waste from the landfills.

a. CONSTRUCTION AND DEMOLITION RECYCLING PLAN

This plan is meant to assist contractors with identifying the types and quantities of materials that will be generated as a result of the project in order to find diversion outlets for these materials.

Once the Contract has been awarded, the contractor is required to complete and submit a Construction/Demolition (C&D) Recycling Plan prior to receiving a Notice to Proceed. The plan should be submitted to the Project Manager at the pre-construction meeting. The City may also request additional information, as necessary.

b. CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REPORT

The contractor must complete the Construction and Demolition (C&D) Debris Recycling Report within thirty (30) days of construction or demolition project completion (Notice of Completion). The completed report must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, Stewart Eberhardt Building, 22 E. Weber Ave., Room 301, Stockton, CA 95202. Failure to provide the C&D Recycling Report form will result in a five percent (5%) withholding of the contract amount.

(Recycling forms are available at <http://www.stocktongov.com/files/C&D%20Package.pdf>)

9.0 LOCAL EMPLOYMENT

For contracts valued at \$100,000 and above, pursuant to Stockton Municipal Code Section 3.68.095 the contractor and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any contractor or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. Contractors and subcontractors shall maintain records necessary for monitoring their compliance with Section 3.68.095 (see Section 00800).

10.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT

For contracts valued at \$1,000,000 and above, pursuant to the implementation of the Community Workforce and Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA (see Section 00800).

***** END OF SECTION *****

SECTION 00220 - GEOTECHNICAL DATA

Contractor should visit the site and acquaint themselves with all existing conditions. Prior to submitting a final Phase 2 GMP, Contractor may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City.

***** END OF SECTION *****

SECTION 00500 – PROGRESSIVE DESIGN-BUILD CONTRACT

Intentionally left blank. Refer to the Rehabilitation of South Stockton System Groundwater Well SSS8, Phase 1 Contract, adopted by Council Resolution No. 2022-03-22-1212 on March 22, 2022.

SECTION 00700 - GENERAL CONDITIONS

1.0 GENERAL

1.1 Intent of Contract Documents

The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

1.2 Discrepancies and Omissions

In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:

- (a) The Contract and Exhibits, including change orders and permits;
- (b) The Front End Contract Documents, General Conditions and their Exhibits;
- (c) The drawings;
- (d) The technical specifications;
- (e) The Contractor's Proposal;
- (f) The Request for Proposal dated September 25, 2021;
- (g) City of Stockton Standard Specifications, as incorporated into the specifications;
- (h) Where no order of precedence is stated, or if conflict or inconsistency cannot be resolved by a careful review of the Contract Documents, the more stringent of the requirements shown or specified shall be controlling.

Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors, in trades, or into design packages, or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3 Headings

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 Penalty for Collusion

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may not exercise the Option as defined in Section 00500.

1.5 Successors and Assigns

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligation contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and consent of Surety.

1.6 Assignment to City

Pursuant to Public Contract Code 7103.5, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the Contractor and its subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract and subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

1.7 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, or the City's Representative shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or

failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.8 Ownership and Use Of Contract Documents

The Contract Documents, and all copies thereof, furnished to, or provided by, Contractor are the property of the City. The City and Contractor explicitly agree that all materials and documents developed in the performance of this Contract are the property of the City. The City shall have the right to use all drawings, designs, specifications, notes and any other documentation and other work developed in the performance of this Contract for the Project, or in connection with the Project, including without limitation future additions, alterations, connections, repairs, information, reference, use or occupancy and the right to re-use details of the design on any other City work, all without the Contractor's consent and at no additional cost to the City. Any reuse, adaptation, modification, or changes to the Contract Documents prepared by Contractor without involvement by Contractor, or written verification or adaptation by Contractor and Contractor's Subconsultants, as appropriate, for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor, or to Contractor's Subcontractors, and City shall indemnify and hold harmless Contractor and Contractor's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by City and Contractor.

2.0 ADMINISTRATION

2.1 Administration of the Contract

The City may retain the services of a consultant(s) to assist with contract administration. This (these) consultant(s) will act as the City's Representative in matters pertaining to the Contract.

The City Representative may consist of a team of individuals of which one will be assigned to manage the team.

In case of the termination of the City's Representative(s), the City shall appoint a City Representative(s) whose status under the Contract Documents shall be that of the former City Representative(s), respectively.

2.2 City's Representative

2.2.1 General - The City's Representative has the authority to act on behalf of the City to implement change orders, progress payments, contract performance decisions, acceptability of the Contractor's work, and early possession.

2.2.2 Change Orders - The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 Progress Payments - The City's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

- 2.2.4 Contract Performance Decisions - Should the Contractor disagree with the Construction Manager's decision with respect to the contract performance, the Contractor may appeal to the City's Representative in accordance with the provisions herein.
- 2.2.5 Acceptability of Work - The City's Representative has the authority to make the final determination of the acceptability of the Work. The City's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of defective work as provided.

2.3 Construction Management

- 2.3.1 General - The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under Paragraph 00700-2.1, Administration of the Contract, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the City or Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

- 2.3.2 Representative - The Construction Manager will be represented at the Site by a resident construction manager or resident engineer who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

- 2.3.3 Inspection of Construction - The Construction Manager shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing in accordance with Paragraph 00700-5.3, Defective and Unauthorized Work.

In addition to the resident construction manager or resident engineer, the Construction Manager may employ one or more inspectors to observe the Work and to act in matters of

construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

- 2.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.
- 2.3.5 Change Orders - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the City.
- 2.3.6 Construction Schedule - The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.
- 2.3.7 Progress Payments - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.
- 2.3.8 Final Payment - The Construction Manager, with the assistance of the Design Consultant will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the City, for the City's review, written warranties, and related documents required by the Contract and assembled by the Contractor.
- 2.3.9 Early Possession - The Construction Manager has the authority to recommend early possession.

2.4 Not Used

3.0 CITY

3.1 General

The City, acting through the City's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 Attention to Work

The City shall notify the Contractor in writing of the name of the individual designated as the City's Representative and the name of the individual designated by the Construction Manager to act as resident construction manager or resident engineer. The Construction Manager's designated representative normally will be at the Site of the Work. During the representative's absences, the Contractor may contact a previously designated representative of the Construction Manager.

3.3 Inspection

In addition to the resident construction manager or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue with which it disagrees to the Construction Manager for decision by the Construction Manager.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

Construction Manager will have authority to disapprove or reject Work which Construction Manager believes to be defective, or that Construction Manager 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 as a functioning whole as indicated by the Contract Documents. Construction Manager will also have authority to require special inspection or testing of the Work as provided in this Section, whether or not the Work is fabricated, installed, or completed.

Contractor shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

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, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Construction Manager the required certificates of inspection or approval.

Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for City's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City and Construction Manager.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation.

Uncovering Work shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and replaced at Contractor's expense without adjustment of Contract Time or Contract Price.

If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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. If the parties are unable to agree as to the amount thereof, the City may make a Claim therefore as provided in these documents. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in these documents.

3.4 City's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies. The City also reserves the right to perform any portion of the Work due to an emergency threatening the safety of the Work, public, City, and any property or equipment.

The Contractor is forewarned that 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 CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of 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 City has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the City, City's representatives, agents and employees, City's other contractors, and Construction Manager and Construction Manager's Consultants access to the Site to enable City to exercise the rights and remedies under this paragraph.

All Claims, costs, losses, and damages incurred or sustained by the City in exercising the rights and remedies under this paragraph 3.4 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, City may make a claim therefor as provided in paragraph 7.5.2. 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 CONTRACTOR's defective Work.

CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this paragraph 3.4.

3.5 City's Right to Use or Occupy

The City reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Substantial Completion, are noted in Paragraph 01010-7.0, Occupancy Requirements. Failure to include a part of the Work in the above Section, shall not limit the City's right to use or occupy parts of the Work not listed.

3.6 City's Right to Perform Work and to Award Separate Contracts

The City reserves the right to perform the work related to the Project with the City's own forces, and to award separate Contracts in connection with the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate Contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

The City will provide for the coordination of the work of the City's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 00700-4.8.3, Cooperation and 01015-3.7 Cooperation with Others.

4.0 CONTRACTOR

4.1 Office

The Contractor's office at the Project Site is hereby designated as the common address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of

communication. The Contractor's legal address, as provided in the Contract, is hereby designated as the address for the receipt of all legal documents and communications.

4.2 Contractor's Representative

The Contractor shall notify the City in writing of the names of the persons who will act as the Contractor's representative and his designated alternate, and who shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's representative shall be an employee of the Contractor. Upon written request of the Contractor, this employment requirement may be waived by the City. The City's waiver, if granted, will be in writing. There is no obligation by the City to waive this provision regardless of the effect on the Contractor's operations. Such waiver may be rescinded by City upon reasonable written notice thereof.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work.

If neither the Contractor's representative nor a designated alternate is at the Project site, the City acting through the City Representative shall have the authority as provided in Paragraph 00700-6.10, Temporary Suspension of Work, to suspend the work until such a representative is at the Project site.

Before initial work is begun on the Contract, the Contractor shall file with the City Representative, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

4.3 Construction Procedures

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

4.4 Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the City Representative to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the City Representative, and such person shall not again be employed on the Project.

4.5 Subcontractors

The Contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under their control.

Subcontractors will not be recognized as having a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, or the City Representative shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the City Representative that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Phase 2 Proposal in accordance with Section 00500 shall be made only with the approval of the City. City's approval shall not be unreasonably withheld.

4.6 Contractor's Equipment and Facilities

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

4.7 Public Safety and Convenience

The Contractor shall conduct its work to make sure that possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work does not occur and to make sure that the protection of persons and property occurs at no extra cost to the City. The Contractor shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

4.8 City-Contractor Coordination

- 4.8.1 Service of Notice - Notice, order, direction, request, or other communication given by the City Representative or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 00700-4.2, Contractor's Representative, to the Contractor's office designated in Paragraph 00700-4.1, Office, or to the Contractor's legal address provided in the Contract.
- 4.8.2 Suggestions to Contractor - Plans or methods of work suggested by the City or City Representative to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor.

The City and City Representative assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

- 4.8.3 Cooperation - The Contractor shall afford the City, the City Representative and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends upon work performed by the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work, shall be submitted to the City for its decision in the matter. If such separate contractor sues the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such proceedings at the Contractor's expense. If any judgment or award against the City arises from any such litigation whether defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all attorney's fees and court costs which the City has incurred or for which it is liable.

4.9 Permits

Unless specifically stated to be provided by the City, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start up any equipment or facility for this Contract. Permits shall be kept on-site. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or file holder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned in the Contract Documents as to be obtained and paid by the City shall be included in the Contractor's Phase 2 Guaranteed Maximum Price (GMP). Further definition of permitting responsibilities is provided in the Phase 2 Engineering and Design Services Scope of Work.

The Contractor shall be responsible for satisfying all code requirements. Any code inspections will be coordinated by the City Representative. The Contractor shall comply with all construction conditions stipulated in the permits.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

The Environmental Quality Act of 1970 (Public Resources Code, Sections 21000 to 21176 incl.) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

While Contractor will be responsible to prepare in a timely and complete manner the permit applications for those permits identified in this Section, and to comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and startup of any equipment or facility for this Contract, Contractor shall provide the fully completed permit applications to the City to allow the City to submit and pay for the permit applications in the name of the City. Any unreasonable or significant delays caused by the applicable governmental agencies' failure to timely or properly process permit applications shall be evaluated by the City as a potential Excusable Delay pursuant to Sections 6 and 7 of Section 00700 – General Conditions assuming said delay is not caused by Contractor's failure to prepare the required permit applications in a timely and/or proper manner.

4.10 Contractor's Responsibility for the Work and Materials

Until Substantial Completion of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof (subject to Section 00820), except for such injuries, losses, or damages as are directly and proximately caused by acts of the City.

4.11 Laws to be Observed

The Contractor shall keep fully informed of all existing and future County, State, and Federal laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the City and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by the Contractor or its employees. If any discrepancy or inconsistency is

discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the City Representative in writing.

- 4.11.1 Prevailing Wage - The Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the City of Stockton, \$25 for each calendar day or portion thereof, for each workman paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him violation of the provisions of the Labor Code and, in particular, Labor Code Section 1770 and 1780, inclusive.

In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said code and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workman concerned. These wage rates are set forth in the Division of Industrial Relations publication entitled "General Prevailing Wage Rates", which is part of the contract.

Pursuant to the provisions of Section 1773.2 of the Labor Code (as amended) the general prevailing wage rates for each craft, classification or type of workman are on file at the Municipal Utilities Department, 2500 Navy Drive, Stockton, California. A copy of said wage rates shall be posted by the Contractor in a prominent place at the site of the work.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- 4.11.2 Travel and Subsistence Payments - Attention is directed to the requirements of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payment to each worker, needed to execute the work, in accordance with the requirements in said Section 1773.8.
- 4.11.3 Certified Payrolls - In accordance with Section 1776 of the Labor Code, 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 project.

The payroll records shall be certified and submitted to the City, and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a. 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.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

- 4.11.4 Overtime Requirements - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1.5) times the basic rate of pay as provided for in the Labor Code.
- 4.11.5 Apprentice and Trainee - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the City any and all evidence of compliance with this code section when requested by the City.

It is City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

- 4.11.6 Workers' Compensation Insurance - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.5, Workers' Compensation Insurance.

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

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

Attention is also directed to the requirement in Section 1431 of the Labor Code and Sections 300 and 317 through 323 of Title 8 of the California Administrative Code that the Contractor shall submit his Equal Employment Opportunity Program and certification fee to the Fair Employment Practice Commission, in the event that the bid price for the contract exceeds \$200,000.

- 4.11.8 Vehicle Code - Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: The lighting requirements in Section 25803; the brake requirements in Division 12, Chapter 3; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

Attention is directed to the statement in said Section 591 that this section shall not relieve him or any person from duty of exercising due care. The Contractor shall take all necessary precautions for safe operations of his equipment and the protection of the public from injury and damage from such equipment.

Any other requirements set forth in Division 11, 12, 13, 14 and 15 of the Vehicle Code which the Department, pursuant to the authority contained in Vehicle Code Section 591, will require compliance with, will be set forth in the special provisions.

- 4.11.9 Affirmative Action - Attention is directed to the requirements of the Stockton Municipal Code, Chapter 3, Part V, as amended with reference to the affirmative action requirements for Contractors on Public Works projects of the City of Stockton. Such requirements shall be followed. Guidelines and the necessary reporting requirements are contained in the publication entitled: "Affirmative Action Guidelines and Procedures For Respondents To A City of Stockton Request for Proposals" which is made a part of these specifications by this reference. Failure of the Contractor to conform to the provisions of the City of Stockton's Affirmative Action Program will result in his being subject to the penalties set forth in Section 3-028 of Part V of Chapter 3 of the Stockton Municipal Code.

- 4.11.10 Local Employment – This project is subject to the requirements of the City's Local Employment Ordinance at Stockton Municipal Code Section 3.68.095. Contractor shall

comply with the City's Local Employment Ordinance including, without limitation, as follows:

Contractor shall make a good-faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract for the Project, residents of the City of Stockton in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents.

Contractor and each of its subcontractors shall make a good faith effort to employ apprentices who are enrolled in and participating in a viable apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the Contractor employs workers in performing any of the work under the Contract.

Contractor shall keep, and provide to the City, on standardized forms acceptable to the City (see forms attached at the end of these General Conditions), an accurate record showing the name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees.

Contractor shall keep, and provide to the City, on forms acceptable to the City, (see forms attached at the end of these General Conditions) an accurate record documenting the Contractor's good faith efforts to comply with the local resident employment and apprentice employment provisions of the Local Employment Ordinance. Said records shall include: a listing by name and address of all local recruitment sources contacted by the contractor; the date of the local recruitment contact and the identity of the person contacted; the trade and classification and number of employment referrals requested; the number of local residents employed as a result of the contact; and the identity and address of the person(s) employed pursuant to the contract.

The Contractor shall submit a Final Local Employment Ordinance Report upon completion of the project. Said Final Report shall be considered a final construction punch list item, and failure to submit the report shall be cause for withholding the Notice of Completion and release of retention. The Contractor shall submit a project Final Local Employment Ordinance Report in the suggested form and content attached at the end of these General Conditions.

The Contractor shall provide Monthly Local Employment Ordinance compliance Reports as part of the Contractor's progress pay requests. The form and content of the Monthly Reports shall provide the same information as noted in the forms attached at the end of these General Conditions. Failure to submit said Monthly Reports could result in the City withholding 5% of the monthly progress payment until said report is submitted.

The Contractor shall promptly submit its Good Faith Effort documentation prior to execution of the construction contract. An explanation of the reasons for non-compliance and future good faith efforts which can lead to project compliance will be part of the Monthly Reports.

Monthly Reports shall be compiled with all applicable information and submitted at the end of the project as a part of the Final Report.

The City is a third party beneficiary to each of Contractor's subcontracts with its subcontractors and the City, as a third party beneficiary, shall have the right to enforce the provisions of the Local Employment Ordinance with regard to that subcontract or seek remedies available under the Local Employment Ordinance should a party to the subcontract fail to comply with any of the provisions of the Local Employment Ordinance that apply to the subcontract. However, nothing set forth herein shall create a contractual relationship, or privity, between the City and any subcontractor.

4.12 Safety

- 4.12.1 Contractor's Safety Responsibility - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the City Representative or any other party than the Contractor responsible for safety. The City Representative shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City, City Representative, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City Representative and the City. In addition, the Contractor must promptly report in writing to the City Representative all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Representative, giving full details of the claim.

- 4.12.2 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the City Representative a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety program, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site. At a minimum,

this written Safety Program shall address the elements required by Labor Code Section 6401.7. The Contractor shall obtain a copy of the City's Municipal Utilities Department's Injury and Illness Prevention Program and the Safety Manual and incorporate appropriate safety procedures into their Safety Program. The Contractor shall also comply with the Department's "Contractor's Safety Rules" in Section 01500.

The program shall also address the following:

- a. Compliance with Laws, Rules, and Regulations
- b. Infractions of Safety Rules
 1. Reported to Contractor's designated Safety Supervisor
 2. Time correction
 3. Contractor to enforce safety requirements on its subcontractors
 4. Noncomplying employees to be removed from the Project
- c. Housekeeping
 1. Continuous cleaning required
 2. Final clean up required
- d. Means of Implementing the Program
 1. All new employees to receive training on the Contractor's Safety Program prior to starting work.
 2. Periodic tool box meetings with agenda recorded
 3. Documented safety inspections by Safety Supervisor
 4. Establish emergency procedures and telephone numbers including the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite. The Contractor shall maintain at its office or other well-known place at the Site safety equipment applicable to the Work as prescribed by the aforementioned authorities, and all items necessary for giving first aid to the injured.
 5. Project bulletin board with required policies
 6. At least two employees on each shift should have First Aid training and maintain a current First Aid card issued by an agency such as the American Red Cross.
 7. Completion of a job hazard analysis for specific construction activities.
 8. Establish a hazard communication program for informing the Contractor's and subcontractor's personnel, City Representative, City, and other affected parties of specific hazards on the project.
 9. Establish a confined space entry program in accordance with Cal OSHA requirements.
- e. Define the duties and responsibilities of Contractor management personnel for safety.
 1. Project Manager
 2. General Superintendent
 3. Foreman
 4. Safety Supervisor

- f. Accident Investigation
 - 1. Investigate all accidents and near misses.
 - 2. Develop steps to prevent a reoccurrence.
 - 3. Completion of all reporting paperwork.

The Contractor's compliance with requirements for safety and/or the City Representative's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The City Representative's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

- 4.12.3 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the City Representative in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the City Representative.

The Contractor will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall include supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor perform its work safely.

- 4.12.4 Safety Coordination Meetings - The Contractor and its affected subcontractors shall attend safety coordination meetings with the City Representative and any other affected parties. The meeting shall be held at least monthly and prior to the start of new construction activities.

Construction activities will be reviewed prior to the start of work in the various areas to determine potential hazards. The Contractor will be responsible for preparing job hazard analyses to breakdown the activities to be performed in a step-by-step procedure and provide safety guidelines for each step and any special equipment necessary to protect workers. The Contractor will act as facilitator for the meeting. The City Representative will participate in the Safety coordination meetings but will not direct the Contractor on how to perform its safety operations.

- 4.12.5 Safety and Protection - The Contractor shall take all necessary protection to prevent damage, injury, and loss to:
- a. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
 - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations 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 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 injury or loss to any property 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.

- 4.12.6 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders. The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the City Representative the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

- 4.12.7 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City Representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the City Representative prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.
- 4.12.8 Safety Violations - Should the Contractor fail to correct an unsafe condition, the City Representative shall immediately notify the City of the Contractor's failure to correct the unsafe condition. The City shall then notify the Contractor through the City Representative that the unsafe condition must be corrected or the work in question will be stopped in accordance with Paragraph 00700-6.10, Temporary Suspension of Work until the condition is corrected to the satisfaction of the City. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the City Representative and City shall not relieve the Contractor of its sole responsibility and liability for safety.

The City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

4.12.9 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including City-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.12.10 Hazard Communication Programs – Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged or among employers at the Site in accordance with Laws or Regulations.

4.13 Review of Contract Documents and Field Conditions by Contractor; Single Point Responsibility of Contractor

In addition to the examination and reviews performed, and obligations assumed, incidental to making the representations set forth in the Contract, Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by City, and shall promptly report in writing to City's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor. Contractor shall determine the most desirable method of achieving City's requirements in terms of cost, technology, quality and speed of delivery.

Contractor is responsible for the design and construction of the Project and shall provide all services pursuant to this Contract in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode). Contractor shall perform its design services hereunder in accordance with the standard practices applicable to Contractor's field ordinarily used by members of the architectural, engineering, and design professions practicing in the location where the services are to be performed. Contractor shall perform its construction services in accordance with the best practices applicable to Contractor's field ordinarily used by member of construction industry in the location where the services are to be performed. Contractor shall furnish the services of all necessary and properly licensed architects, engineers, designers, surveyors, draftsmen and other personnel necessary to perform its services. The Contractor shall be solely responsible for any and all design errors including, without limitation, errors, inconsistencies or omissions in the Construction Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly corrected.

If Contractor performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission in relation to the Contract Documents,

Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

The design development documents prepared by Contractor shall include drawings and specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the civil, structural, geotechnical, architectural, mechanical and electrical systems. The design development documents shall set forth in detail the requirements for the construction of the Work, and shall be based on codes, laws, or regulations enacted at the time of their preparation.

The City does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs that may result from the Work performed under this Contract.

Contractor shall be responsible for all plotting, printing, copying and distribution cost of any and all documents required in connection with the Work.

Contractor agrees that it has single point responsibility for the design and construction of this Project.

4.14 Design, Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but without limitation, landscape and site work, utilities, and building systems.

Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and subcontractors, of all tiers, and their respective agents and employees.

Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of City or City's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than Contractor.

Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

The Contractor is required to deliver to the City, if requested, any and all design materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information developed, prepared, furnished, or delivered in the prosecution of the design work.

Contractor shall at all times participate in, and implement, the CEQA and NEPA mitigation processes and ensure performance as required in the Contract Documents.

Contractor is responsible for preparation of the Construction Documents for the entire Project.

Contractor shall at all times maintain good discipline and order among its employees and subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

4.15 Labor And Materials

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all professional services, other services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other things necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.16 Construction Documents

Upon receipt of the Notice to Proceed for Phase 2, the Contractor shall finish the design of the Facilities necessary to secure permits and construct the Facilities, and the preparation of the Construction Documents as defined in Section 01090 - References. The Construction Documents shall provide information and level of detail customarily necessary in documents for design build projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. The City's review of the construction documents shall be conducted in accordance with the approved Contract Schedule. Such review shall not relieve the Contractor from its responsibilities under this Contract. Such review shall not be deemed an approval or waiver by the City of any deviation from, or of the Contractor's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Contractor and approved by the City.

However, it is acknowledged by the parties hereto that inherent in a design build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Contract Schedule shall indicate the times for the City to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

The Contractor shall submit completed packages of the Construction Documents for review by the City at the times indicated on the Contract Schedule and as defined in the Contract Documents. Review meetings between the Contractor and the City to review the Construction Document packages, shall be scheduled and held so as not to delay the Work.

The Construction Documents for hazardous and/or toxic abatement efforts and demolition activity shall be of sufficient clarity and shall be fully detailed when submitted to the City for review.

5.0 CONTROL OF WORK AND MATERIALS

5.1 Means and Methods

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control

the method of performing work except in those instances where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the City nor the City Representative will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the City nor the City Representative will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the observation by the City or City Representative, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, City Representative, or their agents shall operate as a waiver of any provision of the Contract.

Acceptance by the City Representative and/or City of any drawings, or any information regarding materials and equipment the Contractor proposes to furnish or method of work shall not be regarded as an assumption of risks or liability by the City Representative or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the City Representative and/or City has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

5.2 City-Furnished Materials

Materials, if furnished by the City, will be made available as designated in the General Requirements. The cost of loading, unloading, hauling and handling, and placing City-furnished materials shall be considered as included in the Phase 2 GMP for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

5.3 Defective and Unauthorized Work

The City, City Representative or designated representative, acting for the City, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or

after completion of the Work at the Site. If the City Representative, or other City-designated representative, through an oversight or otherwise, has accepted materials or Work which are defective or in any way contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected and shall not relieve the Contractor of its obligation to correct such Work.

Upon completion of any Corrective Work to bring the work in conformance with the Contract Documents, materials and workmanship that remain in nonconformance to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective Work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the City Representative.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the City Representative, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the City Representative made under the provisions of this paragraph, the City Representative shall have authority to require special inspection and testing to verify if work is defective. Confirmed defective work shall be remedied, or removed and replaced, and unauthorized work be removed. The costs thereof will be deducted from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 00700-3.4, City's Right to Carry Out the Work, shall apply for this paragraph also.

Contractor shall have full responsibility for and pay for the removal and replacement of Defective Work. City's prior review of Submittals and/or prior failure to notice Defective Work in place shall not relieve Contractor of this requirement.

5.4 Unnoticed Defects

Any defective work or material that may be discovered by the City or City Representative before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the City or City Representative to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

5.5 Right to Retain Imperfect Work

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work and may make such deductions in the final payment therefor as may be just and reasonable.

6.0 PROGRESS OF THE WORK

6.1 Beginning of Work

The Contractor shall begin work within ten (10) days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk.

6.2 Time of Completion

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the project shall be complete and ready for use within the time specified in Section 00500. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the work.

6.3 Delays

6.3.1 Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, as soon as practical but no later than 1 day from the occurrence of a delay, the Contractor shall notify the City Representative in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the City Representative within 1 day from the time of their occurrence.

6.3.2 Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor shall be granted a time extension pursuant to Paragraph 00700-6.4.2.c, Weather Delays.

6.3.3.3 Material Shortages - Upon the submission of satisfactory proof to the City Representative by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the City Representative, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials, or obtain acceptable substitute materials, from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the City Representative that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):

- a. Delays due solely to the actions and/or inactions of the City.
- b. Delays due to differing site conditions as defined in Paragraph 00700-7.3, Differing Site Conditions.
- c. Delays due to other Contractors employed by the City who materially interfere with the Contractor's prosecution of the Work as defined above.

No delay shall be compensable unless the claimed event or occurrence delays completion of the work beyond the contractual completion date or the completion date shown in the accepted initial or updated schedules, and the delay affects a critical activity while such activity is on the critical path and is beyond the control of the Contractor.

6.3.5 Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Paragraphs 00700-6.3.2, Non-Excusable Delays, 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays. During such concurrent delay periods, time extensions will be granted in accordance with Paragraph 00700-6.4, Time Extensions; however, the Contractor shall not be compensated for its overhead costs as defined in Paragraph 00700-6.4.3 Delay Damages, and the City shall not assess its actual costs as defined in Paragraph 00700-6.4.1, Non-excusable Delays.

6.4 Time Extensions

6.4.1 Non-excusable Delays - The City upon agreement by the Contractor may grant an extension of time for non-excusable delays if the City deems it is in its best interest. If the City grants an extension of time for non-excusable delays, the Contractor agrees to pay the City's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 Excusable or Compensable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraphs 00700-6.3.3, Excusable Delays, or 00700-6.3.4, Compensable Delays, then the Contract completion date may be extended by the City for such time that, in the City's and City Representative's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification, in accordance with Paragraph 00700-6.3.1, Notice of Delays, and submit in writing a request for an extension of time to the City Representative stating at a minimum the probable cause of the delay and the number of days being requested. If requested by the City Representative, the time extension request shall be submitted in accordance with the requirements of Paragraph 01310-4.0, TIME IMPACT ANALYSES.
- b. If requested by the City Representative, the Contractor shall promptly provide sufficient information to the City Representative to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 00700-6.3.3.2, Weather Delays.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Paragraph 00700-6.5, Liquidated Damages.

6.4.3 Delay Damages

For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the GMP in an amount equal to the cost of the work set forth in Section 00500 Exhibit Q incurred by the Contractor and its design professionals and subcontractors/suppliers of every tier who can prove they incurred additional costs as a result of the Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay including not limited to extended field costs, extended home office overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption, or any other damage arising from delay, not matter how characterized, including delay claims of its design professionals, and subcontractors/suppliers of every tier.

6.5 Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by the City, damage will be sustained by the City. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the City in the amount set forth in Section 00500 – Progressive Design-Build Contract, per day for each and every day's delay beyond the time(s) prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

6.6 Reserved

6.7 Termination By City For Cause

Subject to prior notice from City and Contractor's cure rights set forth in this Section, City will have the right to terminate the Contract for cause after the occurrence of any of the following events:

- (a) Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- (b) Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- (c) A receiver is appointed to take charge of Contractor's property.
- (d) The Work is not completed with the applicable Contract Time, as such Contract Time may be adjusted in accordance with this Contract, and Contractor is not diligently prosecuting the completion or correction of the Work.
- (e) Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- (f) Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from City.
- (g) Contractor disregards Applicable Code Requirements.
- (h) Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- (i) Contractor is in default of any other material obligation under the Contract Documents.
- (j) Contractor persistently or materially fails to comply with applicable safety requirements.
- (k) Contractor abandons the Work.

Upon the occurrence of any of the preceding events, City will have the right to terminate the Contract for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from City, or within such longer period of time as is reasonably necessary to complete such cure.

Upon any of the occurrences and subject to the cure rights referred to above, City may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method City may deem expedient. If requested by City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, City may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract is terminated by City as provided in this Section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.

If the unpaid balance of the GMP exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents and subject to provisions of this Contract that survive termination, fifty (50) percent of such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the GMP, Contractor shall pay such excess to City.

No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6.8 Suspension by City For Convenience

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as City may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Section. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the GMP or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the GMP or the Contract Time shall be made within 60 days after the end of the Work suspension. Contractor agrees that submission of its claim within said 60 days is an express condition precedent to its right to recover on such a claim.

The provisions of this Section shall not apply if a Suspension Order is not issued by City. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

6.9 Termination By City For Convenience

City may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, City shall pay Contractor in accordance with this Section.

Upon receipt of notice of termination under this Section, Contractor shall, unless the notice directs otherwise, do the following:

- (a) Immediately discontinue the Work to the extent specified in the notice.
- (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
- (c) Promptly cancel, on the most favorable terms reasonably possible, all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- (d) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Contractor's obligations under this Section above, as to bona fide obligations assumed by Contractor prior to the date of termination.

Upon such termination, City shall pay to Contractor, consistent with Cost of the Work as defined in Exhibit Q of Section 00500, the sum of the following:

- (a) The amount of the GMP allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- (b) Plus previously unpaid costs of any items delivered to the Project site or in-transit or items stored offsite which were fabricated for subsequent incorporation in the Work, subject to in-transit or items stored offsite being delivered to Project site.
- (c) Plus any proven losses with respect to materials and equipment directly resulting from such termination.
- (d) Plus reasonable demobilization costs.
- (e) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this Section; and Contractor will be entitled to no other compensation or damages and expressly waives same.

6.10 Temporary Suspension of Work

- 6.10.1 If the Contractor fails to correct defective work as required by Paragraph 00700-5.3, Defective and Unauthorized Work, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, by a written order of the City's representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the

Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City.

- 6.10.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.
- 6.10.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the City shall provide the provisions as stipulated in Paragraph 00700-6.10.2 above. Such additional work shall be compensated as provided for in Paragraph 00700-7.0, CHANGES IN THE WORK.

7.0 CHANGES IN THE WORK

7.1 Changes

The City reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the City to be necessary or advisable and to require such extra work as may be determined by the City to be required for the proper completion or construction of the whole work contemplated. Such changes, no matter how many, shall be within the contemplation of this Contract. Procedures for changes shall be consistent with Section 01035 MODIFICATION PROCEDURES.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the authorized City official and/or the City Council.

Cumulative change orders which exceed the charter limit [\$75,000 as of March 1, 2015] and plus ten percent of the initial contract price over one hundred thousand dollars (\$100,000) require City Council approval. Change orders not meeting the above criteria require approval by the City official executing this contract the dollar amounts of change orders approved by specific city council actions, plus the dollar amounts of any change orders which predate such specific City Council action, shall not be counted in computing the authority limits set forth above for City officials to approve change orders hereunder.

In emergency situations, the authorized City official may issue a change order beyond the authority limits described above in order to:

- (a). Prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, City; or
- (b). Protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or
- (c). Protect, where damage or injury has occurred, the work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized City official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized City official shall report such action and the reasons therefor to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practicable.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the City Representative, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the City Representative will, as soon as practicable, issue an approved contract change order for such work and the provisions in Paragraph 7.1.1, Procedure and Protest, shall be fully applicable to such subsequently issued contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of Paragraph 00700-7.1, Changes, the Contractor shall, upon request, promptly furnish the City Representative with adequate detailed cost data for such item of work consistent with Section 01035, Modification Procedures.

- 7.1.1 Procedure and Protest - A contract change order approved by the City may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which has not been executed, he shall submit a written protest to the City within 15 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders as that term is used in this Section.

Where the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by said contract change order to which such protest relates will be determined as provided in Paragraphs 00700-7.1.2 to 7.1.4, inclusive. The Contractor shall keep full and complete records of the cost of such work and shall permit the City to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning an approved contract change order relates, to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Paragraph 00700-6.5, Liquidated Damages.

Proposed contract change orders may be presented to the Contractor for his consideration prior to approval by the City. If the Contractor signifies his acceptance of the terms and conditions of such proposed contract change order by executing such documents and if such change order is approved by the City Manager or City Council and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the City Manager or City Council is an executed contract change order as that term is used in Paragraph 00700-7.1.2 to 7.1.4, inclusive. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

- 7.1.2 **Eliminated Items** - The City reserves the right to eliminate any contract item of work prior to the award of the contract without incurring any obligation to pay therefor. Should any contract item of the work be eliminated in its entirety following the award of the contract and in the absence of an executed contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the City of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this Paragraph 00700-7.1.2 will be determined consistent with the Cost of the Work as defined in Section 00500.

- 7.1.3 **RESERVED**

- 7.1.4 **Extra Work** - New, unforeseen work will be classed as extra work when determined by the City that such work is not covered in the GMP. Extra work also includes work specifically designated as extra work in the plans and specifications.

The Contractor shall do such extra work and furnish labor, material, and equipment therefore upon receipt of an approved contract change order or written emergency order of the City, and in the absence of such approved contract change order or written emergency order of the City he shall not be entitled to payment of such extra work.

7.2 Change Orders

- 7.2.1 Without invalidating the Contract and without notice to sureties or insurers, the City through the City Representative, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Order or Change Order. A Change Order will not be issued for a Field Directive unless the City Representative concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders or Field

Orders. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Sum or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time.

7.2.2 RESERVED

7.2.3 In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the GMP, based upon the provisions of Section 01035 - MODIFICATION PROCEDURES

7.2.4 If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 00700-7.6, Claims.

7.2.5 Elimination of Work

In accordance with section 7.1.2 above, the City shall be allowed and authorized to eliminate portions of work from the Contract Work at its discretion, and in the best interests of the public, during the course of action of the Project, and not only prior to award of contract. Said elimination of work shall not be determined to be a Termination for Convenience even if said elimination brings the Contract Work to a close. Upon elimination of work under this provision, the payment provisions of 7.1.2 shall apply.

7.3 Differing Site Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the City Representative in writing, including, where applicable, pursuant to Public Contract Code Section 7104, of any:

- (a). Material that the Contractor believes may be material that is a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b). Subsurface or latent physical conditions at the site differing from those indicated.
- (c). Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly, investigate the conditions, and if it finds that the conditions do materially 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 the City shall cause to be issued a change order under the procedures provided in Paragraph 00700-7.2, Change Orders.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous material or waste, or cause a decrease or increase in the Contractor's cost of, or 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, Paragraph 00700 – 7.6, Claims, and 00700 – 7.7, Dispute Resolution.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

7.4 Changes to Construction Documents

Following City approval of Construction Documents issued for construction by Contractor, as construction documents are modified and updated, the revised versions will be provided to the City, identified as revised documents and marked to clearly identify the changes.

Proposed material changes to the design or design intent shall be brought to the attention of the City Representative prior to implementing the change with reasonable time (10 calendar days maximum) allowed for City review of the proposed change for contract compliance. Such changes include but are not limited to significant reorientation of major equipment, substitution of materials or equipment, changes affecting accessibility for maintenance, other changes potentially impacting operations or maintenance activities.

7.5 Contract Interpretation

- 7.5.1 Contract Interpretation by the City Representative - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor via Request for Clarification (RFC) to the City Representative. Where practical, the City Representative shall respond to the Contractor in writing with a decision within ten (10) days of receipt of the request.

7.6 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between City and Contractor arising out of or related to the Contract Documents or the performance of the Work. A Claim shall be served if the City Representative and Contractor are unable to informally resolve a disagreement. However, the term "Claim" shall not include, and the Claims procedures provided under this Section, including but not limited to arbitration, shall not apply to the following:

- (a) Claims respecting penalties for forfeitures prescribed by statute or regulation that a government agency is specifically authorized to administer, settle, or determine.

- (b) Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- (c) Claims respecting stop notices.

A Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request pursuant to Section 7.1 of the General Conditions.

A Claim must include the following:

- (a) A statement that it is a Claim and a request for a decision pursuant to Section 7 of the General Conditions.
- (b) A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.
- (c) A certification, executed by Contractor, that the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.
- (d) A certification, executed by each subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor's portion of the claim is filed in good faith. The certification language is identified below. The language of the Claim Certification form may not be modified.
- (e) A statement demonstrating that a Change Order Request was timely submitted as required by Section 7 of the General Conditions.
- (f) If a Cost Proposal or declaration was required by Section 7 of the General Conditions and Section 01035, a statement demonstrating that the Cost Proposal or the declaration was timely submitted as required by Section 7 of the General Conditions.
- (g) A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Section 7 of the General Conditions and Section 01035. The cost breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within 14 days of the date the cost reflected in the record is incurred. At the request of the City's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make,

model, serial number, hours of use, dates of use and equipment rental rates of any rented equipment.

If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension under Section 6 of the General Conditions and Section 01310, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension, must be submitted. The Contract Schedule must demonstrate Contractor's entitlement to an adjustment of Contract Time under Section 6 of the General Conditions and Section 01310.

If the Claim involves an adjustment of the GMP for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310 must be submitted. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Section 6 of the General Conditions and Section 01310.

For each claim submitted or filed by Contractor, including, but not limited to, any claim on behalf Contractor and/or any claim by or on behalf of any subcontractor or supplier, of any tier, Contractor shall include the following certification, signed in the same manner as the Contract was signed:

I, _____, being the (must be an officer) of (general contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et. seq., pertaining to false claims, and further know and understand that submission or certification of a false claims many lead to fines, imprisonment and/or severe legal consequences."

7.6.1 Assertion of Claims

Claims by Contractor shall be first submitted to City's Representative for decision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

Contractor shall submit a Claim in writing, together with all supporting data specified in this Section, to City's Representative as soon as possible but not later than 30 days after the date the Claim arises under Sections 6 and 7 of the General and Supplemental Conditions.

7.7 Dispute Resolution

All claims by Contractor for a time extension, payment of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the City of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the provisions set forth in Public Contract Code Section 20104, et. seq. Those sections require that the claim be in writing, include the documents necessary to substantiate the claim, and be filed on or before the final date of

payment, subject to all time limits and notice requirements for filing claims under the Contract.

In the event of any dispute of any amount between the parties as to performance of the work, the interpretation of the Contract or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute informally. Contractor shall conduct such informal dispute negotiations only with designated City employees. If the parties are unable to resolve the dispute informally, either party can give written notice that it elects to proceed with mediation under the Construction Mediation Rules of the American Arbitration Association. Completion of such mediation is a condition precedent to the filing of any action other than one for injunctive relief or if a statute of limitations may expire. Pending resolution of the dispute, Contractor agrees to continue its work and/or disputed work diligently to completion. If the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work and/or the disputed work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute.

8.0 PAYMENT

8.1 Scope of Payment

- 8.1.1 General - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefor. Neither the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- 8.1.2 Payment for Patents and Patent Infringement - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in any manner connected with, the performance of the work or any part thereof shall be included in the price for doing the work, and the Contractor and its sureties shall defend, protect, and hold the City and the City Representative together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.
- 8.1.3 Payment of Taxes - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract GMP.

- 8.1.4 Payment for Labor and Materials - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

8.2 Partial Payments

In consideration of the faithful performance of the work prosecuted in accordance with the provisions of these Specifications and the Contract, the City will pay the Contractor for all such work installed on the basis of the Cost of the Work for completed Work, as defined in Exhibit Q, GUARANTEED MAXIMUM PRICE.

Payments will be made by the City to the Contractor based on the documented Cost of the Work during the preceding payment period

Partial payments will be made monthly based on work accomplished as of a day mutually agreed between the City and the Contractor.

The Contractor shall submit documentation of performed during the payment period in a format acceptable to the City Representative and corresponding to the accepted cost breakdown (Application for Payment). Upon receipt of Contractor's Application for Payment, the City shall act in accordance with the following:

- a. The City Representative shall review the submitted documentation, as soon as practicable after receipt, for the purpose of determining that the documented Cost of the Work completed comprises a proper request for payment. Contractor shall assist and facilitate the City Representative's review, consistent with an open book review of all costs, and shall provide additional detail or documentation reasonably required to perform a detailed review of costs. Contractor shall make available Contractor's internal project-related cost control records in electronic format such that City's Representative has the ability to conduct a complete review of the basis of the Application for Payment.
- b. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
- c. The number of days available to the City to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the City exceeds the seven (7) day return requirement set forth in subdivision (b) above.

Payment will be made by the City to the Contractor in accordance with City's normal accounts payable procedures; the City shall retain amounts in accordance with Paragraph 00700-8.4, Right to Withhold Amounts.

No such payment shall be required to be made, when in the judgment of the City Representative, the Work is not proceeding in accordance with the provisions of the Contract, or when in the City Representative's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00). Additionally, no payments shall be made until the City Representative has received an acceptable monthly schedule update covering the latest required period, certified payrolls and other required pay records, and a conditional waiver and release upon progress payment for the prior progress payment period. The City reserves the right to require, as a condition precedent to payment, that Contractor provide conditional and unconditional waivers and releases from Contractor's subcontractors and suppliers.

Subject to the provisions of this section, the City shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code, if the City fails to pay an undisputed request for payment within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in the Code of Civil Procedure.

8.3 Partial Payments - Inclusion of Materials on Hand

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

- a. Only equipment or materials which have received favorable review of shop drawings will qualify.
- b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.
- c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.
- d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.
- e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.

- f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
- g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Paragraph 00700-8.4., Right to Withhold Amounts.

8.4 Right to Withhold Amounts

- 8.4.1 Retention - The City will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Code. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a qualified bank to be chosen by City, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of the Public Contract Code, and the implementing agreement.

Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

Any Contractor wishing to exercise this option shall give notice in writing to City, and shall thereafter execute an escrow agreement in the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between;

whose address is _____

hereinafter called "City", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent."

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

1. Pursuant to the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Code, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for _____ in the amount of dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

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

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

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

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On Behalf of City:

On Behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On Behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

CITY:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

8.4.2 Other Withholds - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. Defective work not remedied.
- c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor or third party, or to property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current "As-Built" record drawings as required under Section 01300 SUBMITTALS.
- g. The City's costs for the Contractor's failure to complete within the allowed time.
- h. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the City from the Contractor.
- l. Reduction of Contract Amount because of modifications.
- m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.
- n. Provisions of law that enable or require the City to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

8.5 RESERVED.

8.6 Substantial Completion

For Phase 1, “Substantial Completion” means the state in the progress of the Design Development Work where the design documents are at least at the 60-75% completion Phase, where the Design Development Documents are sufficiently developed to allow Contractor to prepare and provide to the City a Guaranteed Maximum Price (GMP) for the Phase 2 Work, and where the Contractor has submitted a price proposal in accordance with the requirements of this Contract or the City and Contractor have either negotiated and agreed to a Phase 2 GMP or City or Contractor mutually agree that they will not be able to agree to a Phase 2 price. “Substantial Completion” for Phase 2 means the Phase in the progress of the Construction Work, as determined by City’s Representative, when the Construction Work or a major portion or unit process of Construction Work is complete and in accordance with the Contract Documents except for completion of minor items which do not impair City’s ability to occupy and make beneficial use of the Construction Work for its intended purpose. Substantial Completion of all Construction Work will not be provided until the Project passes the Acceptance Test as described in Section 00500 Exhibit E Appendix C and, for buildings requiring a Building Permit, a Temporary Certificate of Occupancy has been issued by the City’s Building Official. The criteria for the Acceptance Test will be developed and agreed to by the City and Contractor during Phase 1, and, will meet the standards and requirements set forth in the Performance Requirements in Section 00500.

When Contractor gives notice to City’s Representative that the Construction Work or major portions of the Construction Work are substantially complete, unless City’s Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, City’s Representative will inspect the Construction Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion in accordance with Section 01700 – Contract Closeout. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Construction Work in accordance with the Contract Documents. City’s Representative will make an inspection to determine whether the Construction Work is substantially complete. If City’s Representative’s inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by City’s Representative to determine Substantial Completion.

When City’s Representative determines that the Construction Work is substantially complete, City’s Representative will arrange for inspection by City’s Building Official and other officials, as appropriate, for the purpose of issuing a Certificate of Occupancy or Temporary Certificate of Occupancy. After a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued by the City’s Building Official, the City’s Representative will prepare a Certificate of Substantial Completion on City’s form as contained in the Exhibits, which, when signed by City, shall establish the date of Substantial Completion and the responsibilities of City and Contractor for security, maintenance, utilities, insurance, and damage to the Construction Work.

8.7 Acceptance

The Project (excepting buildings for which a Certificate of Occupancy is required) must pass an Acceptance Test for Substantial Completion of the Facilities as part of and as a condition for Final Completion of the Facilities. The Contractor shall conduct the Acceptance Test

after certifying to the City that Contractor is ready for the test, and Contractor is in compliance with the applicable terms of the Contract. Readiness means that the Facilities can treat groundwater in compliance the terms of the Contract including the performance requirements (i.e., all necessary equipment is operable, including a complete, tested, accepted by the City and operable SCADA system, and the equipment manufacturers have certified that the equipment was installed properly and tested successfully in accordance with manufacturer recommendations).

Contractor shall perform all Acceptance Testing for the Facilities and prepare and submit an Acceptance Test report. City will not accept the Facilities until Contractor furnishes an acceptable Acceptance Test report.

8.8 Facilities Startup and Testing

In preparation for the Facilities startup and Acceptance Test, Contractor shall provide sufficient training of the City designated and licensed O&M workforce to explain the Facilities design intent, the O&M Manual and the equipment manufacturers' recommendations. The City then will operate and maintain the Facilities during the Acceptance Test and thereafter in accordance with the design intent (including the parameters and operating conditions set forth in the Basis of Design Report), the Vendor O&M Manuals, the Operations Manual, Maintenance Manual and the equipment manufacturers' recommendations. Contractor also shall provide:

- (a) Operations Manual (prepared by design engineer)
- (b) Complete Vendor O&M Manual
- (c) CMMS information integrated with the O&M manual
- (d) Spare parts inventory in accordance with the Contract Documents.

8.9 Final Completion and Final Payment

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the City that the Work, has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the City. After completion of the work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor in accordance with Paragraph 00700-8.2, Partial Payments.

After receipt of the last partial payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed, as provided in

Paragraph 00700-7.5, may be specifically excluded by the Contractor from the operation of the release.

Neither final payment nor any retention shall become due until Contractor submits the following items to Construction Manager:

- a. The final Application For Payment and all submittals required in accordance with the General Conditions.
- b. All guarantees and warranties procured by Contractor from subcontractors, all operation and maintenance manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.
- c. Unconditional waivers and releases upon final payment from all subcontractors and suppliers and a conditional waiver and release upon final payment from Contractor.
- d. Certified payroll records and all other pay records as determined by the City.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the City accept the project, the City will take formal action on acceptance.

Within ten (10) days of the acceptance by the City of the completed work embraced in the Contract, the City will cause to be recorded in the office of the County Recorder a Notice of Completion.

Thirty-five (35) days after recording the Notice of Completion of the work involved in the Contract, the City will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

8.10 Warranty of Title

No material, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

9.0 EXISTING UTILITIES

9.1 General

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate notification center, U.S.A., 1-800-642-2444.

9.2 Notification and Location

At least two (2) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which the Contractor believes may affect or be affected by the Contractor's operations. Full compensation for such work shall be included in the Cost of the Work.

9.3 Damage and Protection

The Contractor shall immediately notify the City Representative and utility owner of any damage to a utility.

For work within a public right of way or utility easement, the Contractor is responsible for the cost of repairing and/or relocating damaged utilities subject to the provisions of Section 00700 7.3.

9.4 Utility Relocation and Rearrangement

The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility. The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the City Representative of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by City Representative. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 00700-9.3, Damage and Protection.

Where it is determined by the City Representative that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the City Representative will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 00700-7.2, Change Orders.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

10.0 NOT USED

11.0 APPLICABLE LAW/CODE REQUIREMENTS

Contractor shall perform the Work in accordance with the following Applicable Law/Code Requirements and all code requirements reasonably anticipated to complete the work:

- (a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over City, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work, including, but not limited to:
 - (1) any federal, state or local law, code, regulation or consent order or agreement having the force of law;
 - (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any governmental or regulatory agency having appropriate jurisdiction;
 - (3) any established interpretation of law or regulation utilized by an appropriate governmental or regulatory agency if such interpretation is documented by such governmental or regulatory agency and generally applicable; and,
 - (4) any governmental or regulatory agency approval, in each case applicable from time to time:
 - (a) to the siting, permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of the Facilities; and
 - (b) to the supply, treatment or delivery of finished water.
- (b) Applicable sections in the State of California Labor Code.
- (c) All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the Safe Drinking Water and Toxic Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5, and applicable sections that follow). Contractor shall promptly notify

City's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to City and City's Representative, Contractor shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

For Phase 1, the Applicable Code Requirements under this section shall be those in existence at the time the Contract is approved by the City Council. For Phases 2, the Applicable Code Requirements under this section shall be those in existence at the time the contract amendment for Phases 2 are approved by the City Council. Any change in the Applicable Code Requirements that occurs after approval of the Phase 1 Contract and/or Phase 2 contract amendments by the City Council, and that changes the scope, time, or cost of work in the respective Phases, shall be addressed through the change order and modifications procedures established in the Contract Documents.

12.0 USE OF SITE AND CLEAN UP

Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor.

Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

Contractor shall conduct and cause all working forces at the site to maintain the site in a neat orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control, the Contractor shall use water or turn soil to reduce the dusty conditions, all to the satisfaction of the City's Representative. During construction, Contractor shall remove all rubbish and debris as it is generated to the satisfaction of the City's Representative.

13.0 UNCOVERING AND CORRECTION OF CONSTRUCTION

If a portion of the Construction Work is covered contrary to City's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by City's Representative, be uncovered for City's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the GMP.

If a portion of the Construction Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which City's Representative has not specifically requested to observe prior to its being covered, City's Representative may request to see such Construction Work and it shall be uncovered and replaced by Contractor. If such Construction Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Construction Work shall be added to

the GMP by Change Order; and if the uncovering and replacing of the Construction Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Construction Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the GMP.

14.0 GUARANTEE

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Substantial Completion of the Work for Phase 2 or major portion or unit process thereof, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. If a specific item (or items) of equipment or material cannot be utilized by the City at Substantial Completion of Phase 2 because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the City is provided beneficial use.

The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said items, or the performance of said work.

15.0 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

The term "Guarantee To Repair Period" means a period of 1 year from Substantial Completion, unless a longer period of time is specified.

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period, and (2) replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from City's Representative or City, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses (subject to provisions of this Contract limiting the extent of such losses) resulting from such Defective Work, including additional testing, inspection, and compensation for City's Representative's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities.

If immediate correction of Defective Work is required for life safety or the protection of property and is performed by City or Separate Contractors, Contractor shall pay to City all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

Contractor shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by City.

If Contractor fails to commence correction of Defective Work within 10 days after notice from City or City's Representative or fails to diligently prosecute such correction to completion, City may correct the Defective Work; and, in addition, City may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

If Contractor fails to pay the costs of such removal and storage as required by the Contract Documents within 10 days after written demand, City may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to City, including compensation for City's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to City, the GMP shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to City.

Contractor's obligations under this clause are in addition to, and not in limitation of, its warranty under clause 14.0 of this Section, or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Defective Work, including, but not limited to, under CCP sections 337.1 and 337.15. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

16.0 CORRECTION OF PATENT DEFECTS OR LATENT DEFECTS AFTER EXPIRATION OF GUARANTEE PERIOD:

Should the City discover any patent defects or latent defects with regard to Contractor's Work after the expiration of the applicable guarantee period, the City will endeavor to provide written notice to Contractor to provide Contractor an opportunity to investigate the condition. Should the City determine that a legal proceeding must be initiated to recover its damages caused by the patent or latent defect, The City's recovery shall be as permitted under California law. Nothing herein is intended to affect any defenses Contractor may have to the City's legal claims.

***** END OF SECTION *****

SECTION 00800 - SUPPLEMENTAL CONDITIONS**1.0 LOCAL EMPLOYMENT (For contracts valued at \$100,000 and above)**

Contractor shall make a good-faith effort, with the assistance of local labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents.

Contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a viable apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticeship craft or trade in which the contractor employs workers in performing any of the work under the contract.

If, in response to a written request made at least 48 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required, an apprenticeship program(s) does not dispatch any apprentice or dispatches fewer apprentices than requested to a contractor (that has agreed to employ and train apprentices in accordance with California Labor Code Section 1777.5) within 72 hours of such request (excluding Saturdays, Sundays and holidays), that contractor shall be considered in compliance with the apprentice employment requirement for that trade or craft for a 90-day period from the request date, provided the contractor employs those apprentices who are dispatched. Where there is more than one viable apprenticeship program for that trade or craft serving the San Joaquin Valley, a contractor, that is not a participant in or an affiliate of an apprenticeship program and receives fewer apprentices dispatched than requested, shall not be considered in compliance with the apprentice employment requirement unless the contractor has made a written request for the dispatch of apprentices from at least two viable apprenticeship programs. A contractor, that is a participant in or an affiliate of an apprenticeship program, shall make dispatch requests to the program in which it is affiliated or participating.

In the event that no viable apprenticeship program exists for a particular craft or trade, the contractor shall be exempt from the requirements of this Section with regard to that craft or trade.

A contractor employing apprentices pursuant to this Section shall employ apprentices in a ratio of not less than one apprentice for each five journeymen in the apprenticeship craft or trade classification that are employed on the public work contract unless to do so would result in apprentice employment in ratios below the minimum ratios prescribed by California Labor Code Section 1777.5 in which case apprentice employment shall be at least in the ratios prescribed by California Labor Code Section 1777.5.

This Section shall not be construed so as to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by the California Labor Code.

1.1 GOOD FAITH EFFORT

A bidder or contractor who fails to meet the goal of having 50 percent of its work force be residents of Stockton shall, nevertheless, be deemed to have made a "good faith effort" to hire sufficient numbers of residents of Stockton if, prior to execution of the contract with the City, six (6) or more of the following employee recruitment activities have been undertaken and documented:

- (A) Placing a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- (B) Placing a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- (C) Advertising existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.
- (D) Conducting a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City or other public facility (may be combined with other contractors).
- (E) Providing ongoing assistance to Stockton residents in completing job application forms.
- (F) Conducting a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City or other public facility (may be combined with other contractors).
- (G) Establishing a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.
- (H) Conducting job interviews within 10 miles of the location designated for contract performance.
- (I) Advertising valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- (J) Telephone solicitation of known potential local subcontractors or employees.
- (K) Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

1.2 REQUIRED DOCUMENTATION

The contractor shall keep, and provide to the City, on standardized forms acceptable to the City, an accurate record showing the name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees.

The contractor shall keep, and provide to the City, on forms acceptable to the City, an accurate record, documenting the contractor's good faith efforts to comply with the local resident employment and apprentice employment provisions of this Section. Said records shall include: a listing by name and address of all local recruitment sources contacted by the contractor; the date of the local recruitment contact and the identity of the person contacted; the trade *and* classification *and number of* employment referrals requested; *the* number *of* local residents employed as a result of the contact; and the identity and address of the person(s) employed pursuant to the contact.

1.3 FORMS SUBMITTED UNDER PENALTY OF PERJURY

All forms required under this Section shall attest to the veracity of the information set forth therein and shall be submitted under penalty of perjury.

1.4 IRRESPONSIBLE BIDDER DECLARATION

Should any contractor or subcontractor fail to abide by the good-faith local resident employment and apprentice employment provisions of this Section, the contractor or subcontractor may be declared by the City to be an irresponsible bidder on future projects pursuant to Section 3.72.010 of this Code.

1.5 BINDING ON SUBCONTRACTORS

The good-faith local resident employment and apprentice employment provisions of this Section shall bind the contractor both with respect to persons employed directly by the contractor and to all persons employed by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document said compliance by submitting, and making available to the City, the forms required by this Section.

1.6 DEFINITIONS

As used in this Section, the following terms shall have the following definitions:

- (A) "Qualified individual" means an individual who is in a certified state or federally approved apprenticeship program in an applicable trade or has become a journey person in his or her applicable trade.
- (B) "Contract for public works or improvement" means any contract with the City for construction, alteration, demolition or repair work.

- (C) "Resident of Stockton" means an individual who has been domiciled, as defined by Section 200(b) of the California Elections Code, within the boundaries of Stockton for at least one year immediately preceding the date of the award of contract by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as a rent/lease agreement, telephone and utility bills or payment receipts, a valid California driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within Stockton. For the purposes of this Section, the following Zip Code areas are considered to be within Stockton: 95202, 95203, 95204, 95205, 95206, 95207, 95209, 95210, 95212, 95215 and 95219.
- (D) "Viable apprenticeship program" means an apprenticeship program approved by the California Department of Apprenticeship Standards that has graduated apprentices annually for at least the past five years. Any apprenticeship program that has been approved for less than ten years shall be deemed a viable apprenticeship program provided that, following the fifth anniversary of its approval by the California Department of Apprenticeship Standards, it graduates apprentices each subsequent year.

1.7 CONTRACTS - SUBCONTRACTS

Contracts and bid documents shall incorporate this Section by reference and shall provide that the failure of any contractor or subcontractor to comply with any of the requirements of this Section shall be deemed a material breach of the contract or subcontract.

All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to that subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of this Section with regard to that subcontract or seek remedies available under this Section should a party to the subcontract fail to comply with any of the provisions of this Section that apply to the subcontract. However, nothing set forth herein shall create a contractual relationship, or privity, between the City and any subcontractor. Bidders or contractors and subcontractors shall maintain records necessary for monitoring their compliance with this Section.

1.8 EXCEPTIONS

The provisions of this Section shall not apply:

- (A) Where the City determines that the contract is necessary to respond to a declared emergency which endangers the public health, welfare, or safety and there is no time to apply the provisions of this Section.

To City construction contracts or portions thereof, wherein the work is of a highly specialized nature as determined by the City Council when the contract specifications are approved (Ord. 011-09 § 1, eff. 10-01-09).

**LOCAL EMPLOYMENT ORDINANCE
COMPLIANCE DOCUMENTATION**

Final Report

For

**PROJECT NAME
PROJECT NO.**

**CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT**



Notice to Proceed: _____ **Date** _____

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms no later than 30 days after Substantial Completion of the Project.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL RESIDENT PARTICIPATION

List the actual number of hours performed in Table 1

TABLE 1

ITEM	DESCRIPTION	HOURS TO DATE
A	Total number of hours performed at the jobsite	
B	Qualifying number of labor hours performed at the jobsite	

Qualifying hours are defined as hours performed by Local Residents.

Percent local participation: $B/A \times 100 =$

SUMMARY SHEET FOR APPRENTICESHIP REQUIREMENT

TABLE 2

[illegible]

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 3

[illegible]

If apprentice, please indicate with an asterisk (*)

Please provide supporting documentation for proof of residence and one year residency requirement.

GOOD FAITH EFFORT DOCUMENTATION**CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT****Please check all boxes that apply:**

- ☐ Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- ☐ Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- ☐ Advertised existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers.
- ☐ Conducted a job informational meeting to inform the community of employment opportunities of the contractor, to be held at a City facility (may be combined with other contractors).
- ☐ Provided ongoing assistance to Stockton residents in completing job application forms.
- ☐ Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City facility (may be combined with other contractors).
- ☐ Established a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected.
- ☐ Conducted job interviews within 10 miles of the location designated for contract performance.
- ☐ Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- ☐ Telephone solicitation of known potential local subcontractors or employees.
- ☐ Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this ordinance.

Please provide supporting documentation for all boxes checked.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Local Employment Ordinance.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Local Employment Ordinance Provisions, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)

Name of Firm

Name and Title (Print)

Date

2.0 COMMUNITY WORKFORCE AND TRAINING AGREEMENT (For contracts valued at \$1,000,000 and above)

Attachment A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT FOR THE CITY OF STOCKTON

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations performed for and within the City of Stockton and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects subject to this Agreement, and to support the efforts of the City to increase employment opportunities for workers who reside in Stockton, to help increase training and employment opportunities for the City's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools.

WHEREAS, the City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including buildings, parks, entertainment venues, golf courses, utility systems, the transportation system and other facilities; and

WHEREAS, the City undertakes and anticipates undertaking many of the projects identified in the current and proposed Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of threshold set forth in this Agreement; and

WHEREAS, the City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves; and

WHEREAS, the City has determined that applying the same Agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by Unions affiliated with the San Joaquin Building and Construction Trades Council ("the Council") and employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

2016-07-26-1501 P

Attachment A

WHEREAS, the interests of the general public, the City and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption due to labor disputes; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, unemployment rates in Stockton have been consistently higher than in California as a whole and statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate; and

WHEREAS, due to the lack of jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic, increased pollution, and other serious environmental impacts; and

WHEREAS, because of the shortage of local jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the day; and

WHEREAS, absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole; and

WHEREAS, the contracts for the construction of the projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws and regulations; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects that will be subject to this Agreement; and

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

- 1.1 "Agreement" means this Community Workforce and Training Agreement.
- 1.2 "City" means the City of Stockton and its public employees, including managerial personnel.

Attachment A

1.3 "Contractor(s)/Employer(s)" or "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the City or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.4 "Construction Contract" means a contract awarded by the City for public work within the meaning of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

1.5 "Project" means any construction project of the City whose value as determined by the higher of the engineer's estimate of the total cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project, exceeds one million dollars (\$1,000,000). By mutual consent of the City and the Council, this threshold amount may be reduced to an amount not below two hundred and fifty thousand dollars (\$250,000) after one year from the effective date of this Agreement.

1.6 "Union" or "Unions" means the San Joaquin Building and Construction Trades Council, AFL-CIO ("the Council") and any other labor organization, including those affiliated with the Council, signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions").

1.7 "Stockton Resident" means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

1.8 "Local Area Resident" means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County according to the criteria set forth in Stockton Municipal Code Section 3.68.095(I)(3) for Stockton Residents.

1.9 "Project Manager" means the business entity or City employee designated by the City to oversee all phases of construction on the Project.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, which shall be on file with the City.

1.11 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch List" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Project may be completed in phases and Completion of any such phase may occur prior to Completion of the Project.

ARTICLE II
SCOPE OF AGREEMENT

2.1 **Parties:** The Agreement shall apply and is limited to the City and all Contractor(s)/Employer(s) performing construction contracts on the Project, including surveying and on-site testing and inspection where such work is traditionally covered by a Master Agreement with a Union, and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 **Project Description:** The Agreement shall govern the award of all Construction Contracts identified by the City as part of the Project. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Project. Should the City suspend or remove any individual contract from the Project and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.11 of this Agreement.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, on-site soils and material inspection and testing, and demolition of any existing structures required to be performed to complete the Project. This Agreement shall apply to any start-up, calibration, commissioning, performance testing repair, and operational revisions to systems and/or subsystems for the Project performed after completion, unless it is performed by City employees. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all onsite fabrication work over which the City or any Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This Agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current "Master Agreement" or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be considered Covered Work; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by bid specifications.

Attachment A

2.4 Exclusions from Covered Work

2.4.1 The Agreement shall be limited to construction work on the Project and is not intended to, and shall not affect or govern the award of public works contracts by the City which are not a part of the Project.

2.4.2 The Agreement shall not apply to a Contractor's/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.3 This Agreement shall not apply to work by employees of the City.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, City or other governmental bodies or their contractors; or by public or private utilities or their contractors that is not part of the Project.

2.4.5 This Agreement shall not apply to the Project where the Agreement is prohibited by state or federal law or where the express conditions for the receipt of non-de minimis state or federal funding prohibit the City from applying this Agreement to the Project.

2.5 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor(s)/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance Committee and the Grievance and Arbitration Procedure set forth in Article XII.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge ("NTL") Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII, XIII of this Agreement shall apply to such work.

2.7 Award of Contracts. It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall be included as a condition of the award of Construction Contracts for the Project. By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s)/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s)/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s)/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement shall only be binding on the signatory parties hereto, their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY
STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s)/Employer(s) agree that for the duration of the Project:

Attachment A

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor(s)/Employer(s) on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor(s)/Employer(s) on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s)/Employer(s) covered by the Agreement.

(3) If a Master Agreement between a Contractor(s)/Employer(s) and the Union expires before the Contractor(s)/Employer(s) completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor(s)/Employer(s) gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor(s)/Employer(s) on said contract for work covered under this Agreement and the Union and the Contractor(s)/Employer(s) agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor(s)/Employer(s). If the new or modified Master Agreement reached between the Union and Contractor(s)/Employer(s) provides that any terms of the Master Agreement shall be retroactive, the Contractor(s)/Employer(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the Project within seven (7) days after the effective date of the new or modified Master Agreement.

4.1.1. Notification: If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The Senior Executive of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XII. Notice to the arbitrator shall be

Attachment A

by the most expeditious means available, with notices by facsimile, electronic mail or telephone to the party alleged to be in violation, to the City, to the Council and to the involved Local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex-parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
PRE-CONSTRUCTION CONFERENCE

5.1 The Project Manager shall convene a pre-construction conference to be held at least fourteen (14) days prior to the commencement of each construction phase, at a time and location mutually agreeable to the Council. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

5.2 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the Local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII
REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require

Attachment A

equal employment opportunities and non-discrimination. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s)/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s)/Employer(s), the Contractor(s)/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.5 The parties to this Agreement support the development of increased numbers of skilled construction workers from the City of Stockton and San Joaquin County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, Local Area Residents, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

ARTICLE IX **WAGES AND BENEFITS**

9.1 All Contractors/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds established by such appropriate local agreements. The Contractor(s)/Employer(s) authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s)/Employer(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the City to the extent such Master

Attachment A

Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

9.4 During the period of construction on this Project, the Contractor(s)/Employer(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s)/Employer(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

9.5 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

ARTICLE X **EMPLOYEE GRIEVANCE PROCEDURE**

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI **COMPLIANCE**

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors'/Employers' compliance with this Agreement.

ARTICLE XII **GRIEVANCE ARBITRATION PROCEDURE**

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or City on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

Attachment A

12.2 Grievances shall be settled according to the following procedures:

- Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or City, or his/her designee, or the representative of the employee, and the representative of the involved Contractor(s)/Employer(s) shall confer and attempt to resolve the grievance.
- Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor(s)/Employer(s) involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of two (2) representatives of the City; and one (1) representative of the Project Manager, and three (3) representatives of the San Joaquin Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.
- Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. If any of the arbitrators listed below or in Article 4 is no longer working as a labor arbitrator at the time of selection, the City and the Council shall mutually agree to a replacement. In addition, the City and the Council may mutually agree to add additional arbitrators to those listed below.
1. William Riker
 2. Barry Winogard
 3. Thomas Angelo
 4. Robert Hirsch
 5. William Engler

12.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The decision of the Arbitrator shall be

Attachment A

final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XIV MANAGEMENT
RIGHTS**

14.1 The Contractor(s)/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

**ARTICLE XV
HELMETS TO HARDHATS**

15.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

15.3 Nothing in this Article shall be interpreted to preclude any Contractor(s)/Employer(s) that is not signatory to a Master Agreement to utilize an alternative plan or program for recruiting, training and facilitating construction industry employment opportunities for military veterans and members of the National Guard and Reserves. Before utilizing such alternative program on the Project, such Contractor(s)/Employer(s) shall provide the City with a description of such plan or program.

**ARTICLE XVI
DRUG & ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.

ARTICLE XVII
TERM SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s)/Employer(s), the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII
LOCAL HIRE, PRIORITY APPRENTICE AND WORKFORCE
DEVELOPMENT PROGRAM

18.1 The objective of the City in creating this Local Hire, Priority Apprentice and Workforce Development Program is to enhance and encourage employment opportunities for Stockton residents and to enable effective construction career pathways for Local Area Residents through California State approved Joint Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

18.2 Local Hire. The City establishes the following Local Hire goals and commitments:

18.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union, qualified and available, Local Area Residents for Project work. The parties agree to a goal that Stockton residents shall perform a minimum of 50% of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of Stockton residents are not available to fulfill the 50% local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Stockton resident workers and in utilizing their hiring hall procedures to facilitate this 50% goal.

18.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to Stockton businesses through the City's Local Business Preference Ordinance. In furtherance of this commitment, the parties agree that such

Attachment A

Stockton contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
 - (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
 - (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
 - (4) have the ability to perform safely the basic functions of the applicable trade;
- and
- (5) are Stockton residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

18.2.3 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility under Section 18.2, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

18.3 Priority Apprenticeship and Workforce Development

18.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

18.3.2 The parties agree to a goal that 50% of apprentices employed on the Project shall be residents of the City of Stockton or other Local Area Residents. In achieving this goal, at-risk youth who reside in the following zip codes within the City of Stockton, shall be given priority in the apprenticeship recruitment process: 95202, 95203, 95204, 95205, and 95206. If sufficient numbers of Stockton residents are not available, then a good faith effort will be made by the Unions to utilize residents of San Joaquin County. All apprentices referred to Contractors under this

Attachment A

Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

18.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 18.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

18.4 Good Faith Efforts. A Contractor or subcontractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprenticeship and Workforce Development Program goals of the City. The Contractor or subcontractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

18.4.1 Within seven (7) calendar days after Notice to Proceed, the Contractor or subcontractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprenticeship and Workforce Development Program goals.

18.4.2 The Contractor or subcontractor shall notify the Project Manager of the City by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

18.4.3 The Contractor or subcontractor may use the "Name Call", "Rehire" or other available hiring hall procedures to reach the goals of this Article XVIII.

18.5 Enforcement, Compliance and Reporting

18.5.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Stockton and Local Area Residents work hour utilization on the Project and Local Area Residents; and 2) documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

18.5.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Workforce Development Program and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor or subcontractor has not complied with the goals or demonstrated good faith efforts to

Attachment A

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

ARTICLE
XIX TERM

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

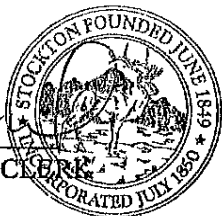
CITY OF STOCKTON

[Signature]
Name: KURT O. WILSON
Title: CITY MANAGER

Date: 8/24/16

ATTEST:

By: [Signature]
BONNIE PAIGE, CITY CLERK



APPROVED AS TO FORM

By: [Signature]
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM

By: [Signature]
DANIEL CARDOZO

Title: ATTORNEY AT SAN JOAQUIN BTC

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

Name:
Title:

Date: _____

Attachment A

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

ARTICLE
XIX TERM

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

CITY OF STOCKTON

Name: KURT O. WILSON
Title: CITY MANAGER

Date: _____

ATTEST:

APPROVED AS TO FORM

By: _____
BONNIE PAIGE, CITY CLERK

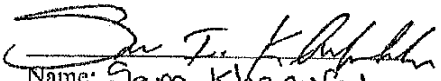
By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM

By: _____
DANIEL CARDOZO

Title: _____

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL


Name: Sam Kharufen
Title: Secretary/Treasurer

Date: 8/24/16

Attachment A

UNIONS

Daniel D. Chivello
Electrical Workers # 595.

Rick
Sheet Metal Workers # 104

Mark L. Sloan
Boilermakers # 549

Mark
Cement Masons # 400

Clay
District Council # 16

Chris
Heat & Frost Insulators & Asbestos # 16

Mike
Iron Workers # 378

Miguel Siqueira
Underground Utility/Landscape # 355

Joseph D. Torack
Sign & Display # 510

James S. Quinn
Operation Engineers # 3

Mike Bell
Northern California Carpenters Regional
Council on behalf of itself and its
affiliated local Unions

Keith
Plasterers and Cement Masons # 300

William T. Bz
Plumbers and Pipefitters # 442

ON BEHALF OF BUSINESS MANAGER SHAWN
BAYBERRY, BUSINESS AGENT Mark L. Sloan
Road Sprinkler Fitters # 669

John
Roofers and Water proofers # 81

Karl Rines
Iron Workers # 178

John
Laborers # 73

Ken
Teamsters # 439

Attachment A

Addendum A**CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT****AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: _____

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit

INTENTIONALLY LEFT BLANK

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT
COMPLIANCE DOCUMENTATION**

Monthly Workforce Utilization Report
MM/DD/YYYY through MM/DD/YYYY

For

PROJECT NAME
PROJECT NO.

CITY OF STOCKTON

_____ DEPARTMENT

General Information

The Prime Contractor and every subcontractor shall complete this page and the accompanying forms to be submitted monthly.

Project Name: _____

Project Number: _____

Contract Date: _____

Contractor: _____

Address: _____

City: _____ **STATE:** _____ **ZIP:** _____

Phone: _____

Contractor's License Number: _____

Type of Contractor's License (s): _____

SUMMARY SHEET FOR LOCAL WORKFORCE UTILIZATION

TABLE 1

ITEM	DESCRIPTION	HOURS
A	Total hours performed at the jobsite ($\Sigma 2 + \Sigma 3$)	
B	Labor hours performed at the jobsite by Stockton Residents ($\Sigma 1$)	
C	Labor hours performed by Local Area (San Joaquin) Residents ($\Sigma 2$)	
D	Labor hours performed at the jobsite by Apprentices ($\Sigma 5 + \Sigma 6$)	
E	Labor hours performed at the jobsite by Stockton Apprentices ($\Sigma 4$)	
F	Labor hours performed by Local Area (San Joaquin) Apprentices ($\Sigma 5$)	

Local Hire Requirements:

$$\text{Primary Goal} = \frac{B}{A} \times 100\%$$

$$= \underline{\hspace{2cm}}\% \text{ must be equal to or greater than } 50\%$$

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{C}{A} \times 100\%$$

$$= \underline{\hspace{2cm}}\% \text{ must be equal to or greater than } 50\%$$

State of California, Department of Industrial Relations, Division of Apprenticeship Standards Requirements:

$$\frac{D}{A} \times 100\%$$

$$= \underline{\hspace{2cm}}\% \text{ must be equal to } 20\%$$

Priority Apprenticeship and Workforce Development Requirements:

$$\text{Primary Goal} = \frac{E}{D} \times 100\%$$

$$= \underline{\hspace{2cm}}\% \text{ must be equal to or greater than } 50\%$$

If the primary goal of 50% is not achieved, provide as an attachment, documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

$$\text{Secondary Goal} = \frac{F}{D} \times 100\%$$

$$= \underline{\hspace{2cm}}\% \text{ must be equal to or greater than } 50\%$$

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE

TABLE 2

Employee Name *	Union	Zip Code of Residence	Employee Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			Check, if Yes	Number of Hours Worked	Check, if Yes	Number of Hours Worked	Check, if Yes	Number of Hours Worked
TOTAL				Σ1	Σ2		Σ3	

If apprentice, please indicate with an asterisk (*)

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095 (l) (3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

You may be required to provide supporting documentation for proof of residency.

Priority zip codes are: 95202, 95203, 95204, 95205, and 95206.

BREAKDOWN OF WORK HOURS PERFORMED AT THE JOBSITE BY APPRENTICES

TABLE 3

Trade/Classification	Number of Journeyman Hours	Number of Apprentices Hours	Apprentice Residency					
			Stockton Resident		S.J. County (Local Area) Resident		Neither	
			<i>Check, if Yes</i>	<i>Number of Hours Worked</i>	<i>Check, if Yes</i>	<i>Number of Hours Worked</i>	<i>Check, if Yes</i>	<i>Number of Hours Worked</i>
TOTAL			Σ4		Σ5		Σ6	

Stockton Resident means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

Local Area Resident means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County.

I declare under the penalty of perjury that the foregoing information is true and correct.

By my signature below, I acknowledge that I have met the requirements of the City of Stockton's Community Workforce and Training Agreement.

I understand this information is subject to audit verification, and I acknowledge and am hereby advised that upon, and as a result of, a finding of non-compliance with the Community Workforce and Training Agreement, the City may determine that I and/or my firm is not a responsible bidder on future projects.

Owner/Authorized Representative (Signature)

Name of Firm

Name and Title (Print)

Date

3.0 Labor, Working Hours:

- 3.1 No Work shall be done between **[6:00 p.m. and 7:00 a.m.]** without permission of the City. However, emergency work may be done without prior permission.
- 3.2 Night Work may be undertaken as a regular procedure with the permission of the City; such permission, however, may be revoked at any time by the City if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

4.0 Services, Materials, and Equipment:

A. Interfaces to Equipment, Instruments, and Other Components:

- 1. The drawings, specifications, and overall design are based on preliminary information furnished by various equipment manufacturers which identify a minimum scope of supply from the manufacturers. This information pertains to, but is not limited to, instruments, control devices, electrical equipment, packaged mechanical systems, and control equipment provided with mechanical systems.
- 2. Provide all material and labor needed to install the actual equipment furnished, and include all costs to add any additional conduit, wiring, terminals, or other electrical hardware to the work, which may be necessary to make a complete, functional installation based on the actual equipment furnished. Make all changes necessary to meet the manufacturer's wiring requirements.
- 3. Submit all such changes and additions to the Construction Manager for acceptance in accordance with the General Conditions.
- 4. Review the complete set of drawings and specifications in order to ensure that all items related to the electrical power and control systems are completely accounted for. Include any such items that appear on drawings or in specifications from another discipline in the scope of Work.

B. Until Substantial Completion of the Work is acknowledged by the City, Contractor shall have the responsible charge and care of the Work and of materials to be used herein, including materials for which Contractor has received partial payment or materials which have been furnished by the City, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before the Work's completion and acceptance and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, Contractor shall, at Contractor's own expense, provide suitable drainage and erect such temporary structures or rent such structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of an extension of time from any cause whatever shall not relieve Contractor of Contractor's responsibility for the Work and materials as specified herein.

- D. When the quality of a material, process, or article is not specifically set forth in the Contract Documents, the best available quality of the material, process, or article shall be provided.
- E. Delivery and Inspection:
 - 1. Deliver products in undamaged condition, in manufacturer's original container or packaging with identifying labels intact and legible. Include date of manufacture on label.

***** END OF SECTION *****

SECTION 00820 - LIABILITY AND INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Claims Made Policies – (Note – applicable only to professional and/or pollution liability)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond (or Labor and Material bond)
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

INDEMNIFICATION

The indemnity clause in the Contract will follow the general parameters set forth below and is intended to be a Type I Indemnity Clause to the fullest extent as allowed by law. The City reserves the right to change the final indemnity language to be set forth in the Contract.

To the fullest extent permitted by applicable law, Contractor shall and does agree to indemnify, protect, defend and hold harmless the City, its property, and City's members, partners, successors, consultants, legal representatives, officials, representatives, contractors, subcontractors, employees, agents and the project (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the permitting, construction, and/or performance of the Facilities and the Project, or any of parts thereof, (2) the Contract, including any approved modifications, or (3) any act or omission of Contractor, any subcontractor of any tier, anyone directly or indirectly employed by them, or anyone that they control or exercise control over, (collectively, "liabilities"). The obligations of Contractor under this indemnification shall apply to liabilities even if such liabilities arise from or are attributed to the concurrent conduct and/or culpability of any Indemnatee. The only liabilities with respect to which Contractor's obligation to indemnify the Indemnitees does not apply is with respect to liabilities resulting from the sole negligence or willful misconduct of an Indemnatee and/or the active negligence of the City.

For Contractor's Work which will strictly be performed by retained design professionals, and in conformance with Civil Code section 2782.8, the indemnity, defense, and hold harmless provisions of this Section shall apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professionals retained by Contractor. It is the intent of this indemnity provision to be consistent and in conformance with all applicable laws, and not to exceed the rights allowed under Civil Code section 2782.

Contractor shall promptly advise City in writing of any action, arbitration hearing(s), administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor shall assume on behalf of City (and the other Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to City; provided, however, that City shall have the right, at its option, to be represented therein by advisory counsel of its own selection and at its own expense. In such event, Contractor shall direct its counsel to fully and unconditionally share all information and materials with City's counsel in a timely manner so calculated as to permit City's counsel to be fully and timely aware of all activity and conduct. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, City, at its option, and without relieving Contractor of its obligations hereunder, may so perform.

This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into

conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. The provisions shall survive expiration or earlier termination of the contract, the final completion of the work performed herein, and any other services to be provided pursuant to this Agreement.

In the event that the selected Contractor or any employee, agent or subcontractor of the selected Contractor providing services under the Contract is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, the Selected Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of selected Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

***** END OF SECTION *****

SECTION 01010 - SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT DOCUMENTS

The Work shall be performed in accordance with the intent of the Contract Documents as stated in the Contract Documents, excluding only the Work indicated or specified to be provided by the City or others under separate contract or other arrangement.

2.0 CONTRACT ADMINISTRATION

The following are designated:

2.1 Name of Construction Manager

Ali Gharegozloo, Engineering Services Manager, Municipal Utilities Department

2.2 RESERVED

2.3 Names of City's Representative(s)

Ali Gharegozloo, Engineering Services Manager, Municipal Utilities Department

Any designated person consistent with the definition of "City's Representative" as stated in Section 01090.

3.0 TIME ALLOWED FOR COMPLETION

In accordance with the provisions of Paragraph 00700-6.2, Time of Completion, substantial completion of this project shall be completed within three hundred sixty (360) consecutive calendar days from the effective date of the Notice to Proceed and final completion shall be achieved within thirty (30) consecutive calendar days following substantial completion.

4.0 DAMAGES FOR DELAYS

In accordance with the provisions of Paragraph 00700-6.5, Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for substantial completion, and for the period of time that any portion of the work remains unfinished after the time fixed for final completion, in the Contract documents, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City one thousand dollars (\$1,000) per day liquidated damages. Should work remain unfinished after the time fixed for both substantial completion and final completion, the liquidated damages shall remain one thousand dollars (\$1,000) per day.

5.0 WEATHER DAYS

In accordance with the provisions of Paragraph 00700-6.4.2.c, Weather Delays, an allowance of ten (10) calendar days of weather caused delay is provided.

6.0 WORK SEQUENCE AND CONSTRAINTS

Refer to Section 01015-3.7 Cooperation with Others.

7.0 OCCUPANCY REQUIREMENTS

Contractor shall maintain all City access to the operating facility necessary to maintain full functionality of the facility and compliance with permit requirements.

8.0 RESERVED**9.0 TRENCH EXCAVATION**

The maximum length of any single trench remaining open without backfill shall be 0 feet unless otherwise agreed to by the City. No trench in public areas or areas with potential critical or frequent operational activities shall be left open during periods when the Contractor is not at the site of work, trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications. No more than two consecutive trench plates will be allowed at anytime when the Contractor is not at the site of work.

10.0 WORK UNDER OTHER CONTRACTS

The City's Utility Facilities are critical facilities that operate twenty-four hours each and every day. During the life of this Contract, other contracts may be let to construct, operate, maintain, or repair facilities in and/or around the project sites.

The Contractor shall refer to the provisions pertaining to cooperation and coordination elsewhere in these Contract Documents, and shall coordinate with the City to minimize interferences to or caused by other contracts.

11.0 CONTRACTOR'S WORK PERCENTAGE

The minimum portion of work to be performed by the Contractor's forces shall be fifty-one percent (51%) for this contract.

12.0 UNDERGROUND FACILITIES

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist, prior to installation work, until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided to the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

13.0 LEGAL AND CITY HOLIDAYS

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Cesar Chavez Observance
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving and the Day after
Christmas

The City will have limited staff and support capabilities available during these holidays. Requests for inspection or other City services on holidays will be paid for by the Contractor at the established holiday pay scale rate for the services required. The City shall determine the appropriate level of response and support needed in terms of any request.

***** END OF SECTION *****

SECTION 01015 - GENERAL PROVISIONS

1.0 GENERAL

1.1 Description

This Section covers general provisions and requirements for the Work and is supplementary to the Standard Specifications, General Conditions (Section 00700) and Supplemental Conditions (Section 00800) of the Contract.

1.2 Guarantee

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Final Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. If a specific item (or items) of equipment or material cannot be utilized by the Owner at Final Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the Owner is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. Within the guarantee period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the Owner, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said items, or the performance of said work. If, within ten (10) days, unless specified otherwise by the Owner, after the Owner gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the Owner may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor. In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

1.3 Skilled and Trained Workforce Reporting.

The Contractor and any subcontractor or subconsultant at every tier shall comply with the provisions set forth in California Public Contract Code section 2602 regarding the use of a skilled and trained workforce, Contractor shall be required to provide to the City, upon request, a report demonstrating compliance with the skilled and trained workforce requirements.

1.4 Permits and Licenses

The Contractor for this Project shall possess at the time of bid a valid California Class A General Engineering Contractor's License, and shall obtain a City of Stockton business license prior to execution of the Contract.

1.5 Patents

Royalties and fees from patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the Work, shall be included in the Contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damage or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for infringement or alleged infringement of any patents involved in the Work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any suit or claim remains unsettled. The Contractor, however, will not be held liable for the defense of any suit or other proceeding, nor the payment of any damages or other costs for the infringement of any patented process required by the Contract Documents; except if the Contractor has information that the process so required is an infringement of a patent, the Contractor shall be liable for any damages or claims in connection therewith unless he promptly notifies the Owner of such infringement.

2.0 **PRODUCTS (Not applicable in this Section)**

3.0 **EXECUTION**

3.1 Public Complaints

The Contractor shall assist the City in responding to public complaints when requested by the City.

3.2 Reserved

3.3 Precedence of Contract Documents

- A. Section 00700, Paragraph 1.2 applies.
- B. Detail Drawings take precedence over small-scale drawings and full-size Drawings shall be followed in preference to both. Full-size Drawings take precedence over reduced-size Drawings.

3.4 Care and Protection of Property

If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition, as determined by the City, which is similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the City. The Contractor is responsible for the following at his own expense:

- A. To conduct his operation in a manner which will cause the least amount of damage,

inconvenience and interference with the normal use of any public or private property. Such operations shall be confined to the least possible space and shall be accomplished in a neat and workmanlike manner, taking care not to unnecessarily disturb or damage adjoining property, disturbing only those trees, shrubbery, floral pieces or other landscaping planting, fences, buildings, structures or other facilities of any kind or description in the manner and as directed by the City. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. Revegetation of disturbed property shall be accomplished in such manner as required to return the property to its prior condition or better.

- B. To store their apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.
- C. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the City determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.
- D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- E. To clean up not less than at the end of each work day, all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other City facilities still in operation.
- F. To remove and dispose of off-site in accordance with all Federal, State and local regulations, all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final payment.
- G. To effect all cutting, fitting or patching of his Work required to make the same to conform to the Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.
- H. To close work access during times when active construction work is not ongoing.

3.5 Field Check of Existing Improvements

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations.

3.6 Protection of Existing Improvements

- A. In the performance of the Work contemplated under this Contract, the Contractor shall take all precautions necessary, including but not limited to those described herein, to ensure that all existing improvements not specifically indicated for removal are not damaged or interfered with in any way. Should the Contractor disturb or damage such improvements without authorization, all expense for replacement or repair of the existing improvements so disturbed or damaged shall be borne by the Contractor. The Contractor shall be held responsible for all damage to existing utilities, pipelines and substructures whether shown or not.
- B. Probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur. In the event interferences in construction are encountered with the various existing improvements, the Contractor shall change the alignment and grade of the Facilities. Additional materials and labor required to accommodate such change shall be addressed in accordance with Section 00700 7.0.
- C. Provide for the flow of sewers and drains interrupted during the progress of the Work, in a manner acceptable to the City and immediately cart away and remove all offensive matter.
- D. Where interruption of existing utilities occurs as the result of the Contractor's activity for this Work, whether intentional or accidental, repairs to the interrupted utility shall be performed by the Contractor in a manner acceptable to the City unless instructed otherwise in these Contract Documents. The repairs, including materials used, shall be performed in accordance with the requirements of the respective utility as well as the requirements of the Contract Documents for this Project. Where a conflict exists between the requirements of the respective utility and those of the Contract Documents for this Project, the more stringent of the two shall apply unless instructed otherwise by the City. Additional materials and labor required to accommodate such more stringent requirements shall be addressed in accordance with Section 00700 7.0

3.7 Cooperation With Others

- A. The Contractor is hereby advised that work on other contracts within or adjacent to his contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.
- B. In case of interferences between the operations of different construction contractors, the City will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the City shall be accepted as final.
- C. The Contractor shall coordinate his activities with the City as they relate to utility shutdowns. Only City staff is permitted to operate valves or other utilities.

3.8 Unfavorable or Hazardous Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the

Contractor shall confine his operation to work which will not be affected adversely thereby. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper manner in accordance with the Contract Documents and applicable laws.

***** END OF SECTION *****

SECTION 01025 - MEASUREMENT AND PAYMENT

1.0 MEASUREMENT OF QUANTITIES

1.1. General

Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, and General Requirements.

1.2 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the City's Representative, on a completely automated weighing and recording system. The Contractor shall furnish the City's Representative with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

1.4 Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the City's Representative and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the City's Representative in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the City's Representative and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not

unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the City's Representative; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 RESERVED

3.0 PAYMENT

Partial payment shall be made based on the agreed completion of work and the approved schedule of values. Payment shall be in accordance with Section 00500-2 and Section 00700-8.

***** END OF SECTION *****

SECTION 01035 - MODIFICATION PROCEDURES

1.0 GENERAL

- A. This section provides supplementary procedures for the administration of changes to the Contract as specified in Section 00700-7.0 CHANGES IN THE WORK. Corrections, alterations, or modifications of the work under this Contract may amount to Extra Work, as defined in the Agreement, and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as Omitted Work.
- B. In accordance with the principals of design-build project delivery, increases to the scope of work resulting from design oversights may not constitute Extra Work. Differentiation between scope additions warranting a change in the Guaranteed Maximum Price (GMP) or Contract Time and scope modifications not warranting a change in the GMP or Contract Time (design refinements) shall be based on the decision flow chart attached to this section (Exhibit 01035-A). As shown in the decision flow chart, where agreement regarding the nature of the change cannot be reached, the GMP will be increased in an amount equal to the Cost of the Work, as defined in Exhibit Q of Section 00500, excluding the markup on Actual Construction Cost provided for in Exhibit Q. Any adjustment to the Contract Time will be subject to evaluation of the change as an unforeseen condition.
- C. Any change in the scope of Work or deviation from the Contract Documents including, without limitation, Extra Work or Omitted Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in Cost of the Work resulting from Extra Work or Omitted Work will be added to or deducted from the GMP, as the case may be, by a fair and reasonable valuation, as outlined in the Contract Documents.
- D. Any agreed upon change to the GMP or adjustment in Contract Time shall be incorporated in a written Change Order issued by the City, which shall be written so as to show acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to the GMP and Contract Time contained in the Change Order are in full satisfaction and accord and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.
- E. Only the Contractor or the City may initiate changes in scope of Work or deviation from Contract Documents.

2.0 CONTRACT MODIFICATION PROCEDURES

A. Request for Proposal (RFP)

- 1. The City may issue a Request for Proposal (RFP) to the Contractor in connection with the City considering an addition to, or deletion from, or other change in the Work. RFPs shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.
- 2. Whenever the Contractor elects to prepare a cost proposal in response to an RFP, Contractor shall prepare and submit to City for consideration a Proposed Change Order (PCO) using a form acceptable to the City's Representative. All PCO's must contain a complete breakdown of costs of credits, deducts, and extras; and itemize materials, labor, equipment, special services, taxes, and markups as applicable. All Subcontractor Work

shall be so indicated. Individual entries on the PCO form shall follow the cost items defined in Paragraph 01035-3.0 Cost Determination. The Contractor shall provide all required cost information requested by an RFP as part of its Proposed Change Order.

3. Both parties acknowledge that responding to a City RFP for a project change may require additional work by the Contractor such as engineering, scheduling, and cost estimating work without any guarantee that the City will elect to proceed with the requested change. Therefore, in cases where the amount of work to prepare a PCO is, in the Contractor's opinion, significant, Contractor may submit a PCO for the costs associated with evaluating and responding to the City's RFP as a separate PCO. City approval of such PCO will be a condition precedent to the Contractor responding to the original RFP.
4. Upon receipt of the Contractor's PCO, which shall include a detailed breakdown as prescribed in this Section, the City's Representative will act promptly thereon. If City's Representative takes no exception to the PCO, City's Representative will prepare a Change Order for City and Contractor signatures, provided that City has elected to proceed with the changed Work. If a PCO is not acceptable to the City's Representative, the City's Representative will indicate to Contractor the unacceptable items in the PCO. Except as otherwise provided in this Section, Contractor shall respond to City's Representative with a revised PCO.
5. If the parties do not agree on the price or time adjustment in response to an RFP, City may issue a unilateral change order pursuant to the Agreement, Section 00700-7.2.4. Contractor shall perform the changed Work, notwithstanding any claims or disagreements of any nature, with the understanding that it preserves all rights to pursue adjustments to the GMP and/or Contract Time in connection with the change.
6. When the necessity to proceed with a change does not allow the City's Representative sufficient time to conduct a proper check of the Contractor's cost proposal (or revised cost proposal), City's Representative may order Contractor to proceed with the change, with the understanding that the Contractor will account for the Cost of the Work for the respective change separately from other Cost of the Work to allow all parties to negotiate in good faith to determine the value of the change at the earliest practical date.

B. Field Directive/Supplemental Instruction

1. The Contractor may be issued a Field Directive or Supplemental Instruction resulting from a Request for Clarification (RFC) or other instructions from the City's Representative.
2. If the Contractor is satisfied with Field Directive or Supplemental Instruction and does not request a change in the GMP or Contract Time, then the Field Directive or Supplemental Instruction shall be executed by the Contractor without a Change Order. Such Field Directive or Supplemental Instruction shall be logged by the City Representative in a Field Directive log.
3. If the Contractor believes the Field Directive/Supplemental Instruction represents a change in scope of the Work or an unforeseen condition, justifying a change in the GMP or Contract Time, then Contractor must notify the Resident City Representative within ten (10) Working Days following receipt of Field Directive/Supplemental Instruction and before proceeding with this work. If the Resident City Representative considers Contractor's notice to be justified, the instructions of the Field Directive/Supplemental Instructions will be revised or a Request for Proposal will be issued by the City's Representative. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such Field Directive/Supplemental Instruction

unless the Contractor provides the City's Representative written notice thereof within the time frame specified above, unless the City is not prejudiced by Contractor's untimely notice. In addition, the Contractor shall within fifteen (15) Working Days from the date of the Contractor furnishing written notice provide a Proposed Change Order and Time Impact Analysis, if requested, to support any request for GMP increase or time extension. Should the work at issue impact Contractor's operations for a period longer than fifteen (15) days, Contractor shall update its request for additional compensation and/or additional time, every thirty (30) days until the disputed work is no longer allegedly impacting Contractor's operations. In addition, Contractor shall comply with the requirements of the Agreement, Section 00700 concerning documentation of the cost of the subject work and shall provide accounting of subject work separate and distinct from work accounted for under the GMP. This separate accounting will be used to demonstrate the Cost of the Work for each Field Directive/Supplemental Instruction.

4. Should the Contractor proceed with the work affected before receipt of a response from the City's Representative, any portion of the work which is not done in accordance with the City's interpretation, clarifications, instructions, or decisions is at Contractor's risk.
5. If the Contractor and City's Representative still do not agree on the Field Directive's impact to the GMP or Contract Time, the Contractor will be directed again in writing to make the changes covered in the Field Directive/Supplemental Instructions as Force Account Work and Contractor shall do so notwithstanding any claims or disagreements of any nature. Contractor may file a Claim in accordance with the Agreement.

C. Field Order – Force Account Work

1. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written unilateral Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be made based on an accounting of the Contractor's Cost of the Work as described in the Agreement, Section 00500-Exhibit Q, **Guaranteed Maximum Price**, and Paragraph 01035-3.0 Cost Determination.
2. Prior to the commencement of force account work, the Contractor shall notify the City's Representative of its intent to begin work. The Contractor shall maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict all costs incurred for the authorized force account work. Upon request by the City's Representative or City, these cost records must be made available for review as provided in the Agreement.
3. All subcontractors that expend labor, equipment and materials on force account work shall record those costs daily by using a Daily Extra Work Report form provided by or approved by the City's Representative. The subcontractor reports, if found to be correct, shall be signed by the subcontractor, Contractor and City's Representative, and a copy of which shall be furnished to the City's Representative no later than the working day following the subcontractor's performance of said work. The Daily Extra Work Report shall thereafter be considered the true record of force account work provided by the subcontractor. If the City's Representative does not agree with the labor, equipment and/or materials listed on the subcontractor's daily force account report, the City's Representative shall sign-off on the items on which they are in agreement. The City's Representative shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a Claim notice per the Agreement. Sign off by the City Representative on force account work shall constitute the City's approval for payment of said work.

4. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of subcontractor work paid for on a force account basis and the costs of other operations.
5. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the City's Representative, detailed and complete documented verification of the Contractor's and any of its subcontractor's Cost of the Work involved in the force account pursuant to the pertinent unilateral Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the City's Representative after the thirty (30) day period has expired, unless City is not prejudiced by Contractor's untimely billing and submittal of costs.

D. Differing Site Conditions

1. Contractor shall submit Notices of Differing Site Conditions regarding differing Site conditions encountered in the execution of the Work pursuant to the Agreement, Paragraph 00700-7.2, Differing Site Conditions which shall govern. If City determines that a change in GMP or Contract Time is justified, City will issue an RFP or a CCD.

E. Hazardous Waste Conditions

1. Contractor shall submit Notices of Hazardous Waste Conditions regarding hazardous materials encountered in the execution of the Work pursuant to the Agreement, Paragraph 00700-7.3, Differing Site Conditions, which shall govern. If City determines that a change in GMP or Contract Time is justified, City will issue RFP or a CCD.

F. All Changes

1. Upon request of the City's Representative, the Contractor shall provide the following information to support the request for change in cost or time:
 - a. Copy of original quotations, purchase order or invoices to verify costs included in original pricing.
 - b. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
 - c. Estimated insurance and bond costs resulting from change.
 - d. Copy of accounting of the Cost of the Work.
 - e. Certified payroll records.
 - f. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation, unless the equipment is included in the Section 00500, Exhibit Q, **Guaranteed Maximum Price**.
 - g. Other information, as reasonably required, to document the labor, equipment and materials used.
2. Paragraph 4.0 below provides expanded Contractor requirements regarding providing access to cost pricing data and related change records.

3. Correlation of Other Items:

- a. Contractor shall revise Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the GMP on the next monthly progress billing.
- b. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects, if any, of all authorized Change Orders or CCDs.
- c. Contractor shall enter changes in project Record Documents as part of preparing the project Record Documents.

3.0 COST DETERMINATION

Payment for any extra work or Change Order work shall be determined by the unit cost presented in the GMP of Section 00500, Exhibit Q or mutually agreed upon.

4.0 COST PRICING DATA AND ACCESS TO RECORDS

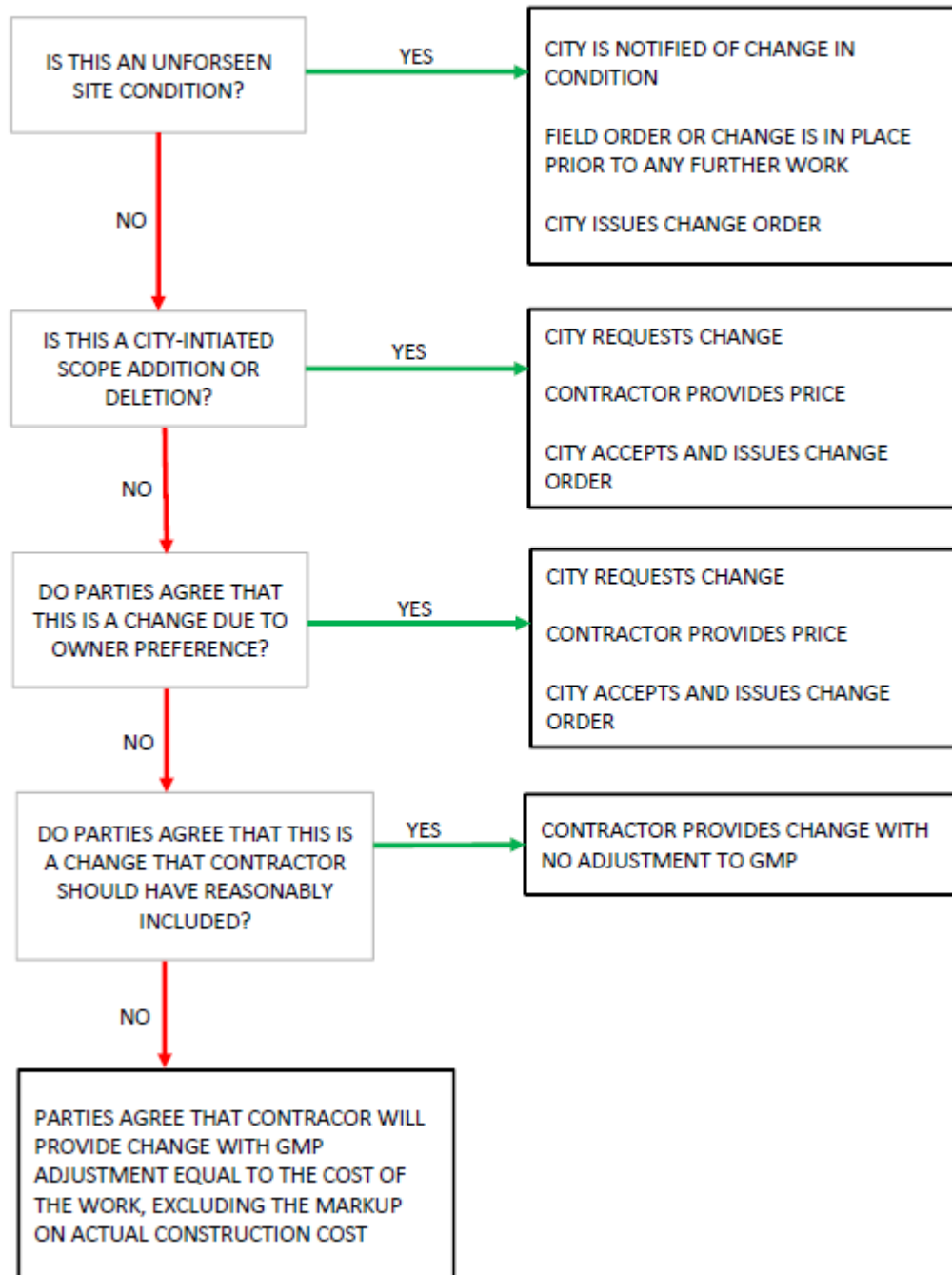
- A. All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work.
- B. The City's Representative may require a formal certification as to cost and pricing data submitted by the Contractor.
- C. Contractor shall provide the City's Representative documentation of all costs and access to the records of Contractor and Subcontractors as necessary to verify the information provided.

5.0 TIME EXTENSIONS FOR CHANGE ORDERS

- A. If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Section 00700.

***** END OF SECTION *****

EXHIBIT 01035-A

CHANGE MANAGEMENT FLOW CHART

SECTION 01040 - COORDINATION

1.0 GENERAL

This Section covers coordination requirements supplementary to those of the Contract and other Sections of these Specifications. These requirements may be modified as mutually agreed upon by the Contractor and Construction Manager.

The Contractor will obtain construction schedules from subcontractors and suppliers, and assume responsibility for correctness.

The Contractor will incorporate schedules from subcontractors and suppliers into Progress Schedule to plan for and comply with sequencing constraints.

2.0 COOPERATION WITH OTHERS

The Contractor is hereby advised that work on other contracts within or adjacent to its contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

In case of interferences between the operations of different construction contractors, the Construction Manager will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Construction Manager shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

The Contractor shall coordinate his activities with the City as they relate to utility shutdowns. The City facilities must operate 24 hours per day, except as otherwise noted elsewhere in these specifications, and only the Owner's staff will be permitted to operate valves or other utilities.

3.0 ORGANIZATION AND COORDINATION

3.1 Monthly Reports

The Contractor shall prepare and submit a progress report to the Construction Manager by the tenth calendar day of each month. This progress report shall include a description of all efforts completed during the previous month, tasks scheduled for the next month, outstanding problems, and personnel changes. The report shall also include updated schedule milestones with narratives.

3.2 Daily Reports

The Contractor shall complete a Contractor's daily report, a copy of which shall be submitted to the Construction Manager on a daily basis by the end of the succeeding work day. The information contained in the daily report shall include, but not necessarily be limited to, the following:

- Project name and number
- Contractor's name
- Date
- Report #__ (also "page ____ of ____")
- Weather conditions
- Staff employed on the project and duties performed
(Distinguish between field and office staff)
- Trades on job site, respective number of trades persons used, and work description
- Subcontractors on job site, number of respective subcontractor's staff present and work description
- Equipment on job site, type and number and whether or not used.
- Summary of work performed
- Materials delivered to site
- Delays to project
- Visitors to project
- Other comments
- Contractor's signature
- Safety/accident activities

The Contractor's standard daily report form may be used provided it furnishes, as a minimum, all the information cited above.

3.3 Correspondence

All correspondence from the Contractor to the Construction Manager shall be dated and numbered in sequence. The Construction Manager will likewise number its correspondence and transmittals to the Contractor.

4.0 SYSTEM OUTAGE REQUESTS

Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary outage or bypass of treatment processes, equipment, utilities, or other facilities. In addition to the Construction Schedule required under Section 01310, the Contractor shall submit a System Outage Request (SOR) and a detailed outage plan and time schedule for all construction activities which will make it necessary to remove a tank, pipeline, channel, electrical circuit, control circuit, equipment, structure, road or other facilities from service.

The SOR and outage plan shall be submitted to the Construction Manager for review and acceptance a minimum of two weeks in advance of the time that such outage is needed. The outage plan shall be coordinated with the construction schedule specified in Section 01310 and shall meet the restrictions and conditions specified in this section. The detailed plan shall describe the Contractor's method for preventing bypassing of other facilities; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring and alarms for the City's facilities; and the manpower,

plant and equipment which the Contractor shall provide in order to ensure proper operation of associated treatment units.

In addition, the outage plan shall describe the Contractor's contingency plan that shall be initiated in the event that his temporary facilities fail or it becomes apparent that the time constraints described in the approved outage plan cannot be met. The contingency plan shall conform to all specified outage requirements. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor with no additional compensation therefore.

The Contractor shall provide, Monday through Friday at least two days prior to the actual shutdown, written confirmation of the shutdown date and time, or written notification that the schedule for performing the work has changed or revisions to the outage plan are required.

5.0 SEQUENCING OF THE WORK

Operations of the City's facilities are critical to the public health and safety of the citizens of Stockton. Sufficient facilities to serve the needs and demands of the City shall remain in service at all times. The City shall be the sole judge as its needs and the facilities that must remain in service to provide adequate service.

The Contractor shall coordinate and cooperate with the City to establish his schedule for work at all of the project facilities. The approved project schedule shall be subject to change as it pertains to site work and shutdowns, when required by the City to accommodate unforeseen or emergency situations in the operation of its facilities.

6.0 ACCESS TO PROJECT FACILITIES

The City will provide access to each facility site included in this contract work. The Contractor shall ensure that each site is locked and secure, with alarm activated, at all times that workers are not at the site.

***** END OF SECTION *****

SECTION 01050 - FIELD ENGINEERING

1.0 CHECK OF EXISTING IMPROVEMENTS

It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations.

2.0 DATUM

Where applicable, elevation datum for this Project is based on the Project bench mark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

3.0 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the City Representative's decision will be final.

As part of the GMP or Lump Sum, the Contractor shall provide and be responsible for the layout of all work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake the work limits.

The Contractor's layout shall be based on existing structures, survey control and benchmarks established by the Contractor.

The Contractor shall supply such labor as required to aid and assist the City's Representative in checking location and grades of the work as set by the Contractor, if requested by the City's Representative. This shall include moving materials and equipment located between monuments and the construction work.

***** END OF SECTION *****

SECTION 01060 - REGULATORY REQUIREMENTS

1.0 APPLICABLE CODES

This Section summarizes without limitation the laws and codes by which the Work shall be designed and to which the Contractor shall conform in the prosecution of the Work. The Contractor shall make available for their use at the site such copies of laws, regulations, or codes applicable to the Work as the City may request.

1.1 Laws and Regulations

As specified in Sections 00700-4.11 and 00700-4.12.

1.2 Codes

- a. California Building Code
- b. Title 8, Industrial Relations, California Administrative Code, Chapter 4, Division of Occupational Health and Safety, Safety Orders.
- c. Title 19, Public Safety, California Administrative Code, State Fire Marshal.
- d. Local Mechanical Code.
- e. Local Plumbing Code.
- f. National Fire Protection Association.
- g. National Electric Code
- h. State and Local Public Health Codes.
- i. San Joaquin Valley Unified Air Pollution Control District Regulations.
- j. Other applicable codes as identified in the Basis of Design Report

Conflicting codes deemed applicable by the City of Stockton Building Department or Building Official shall take precedence. The GMP is based on compliance with codes in effect and utilized by the City of Stockton for enforcement on the date of Amendment No. 1 to the Agreement.

1.3 Specifications

Standard Specifications and State of California Specifications, as defined in Section 01090.

2.0 LICENSES, FEES, AND PERMITS

As specified in Section 00700-4.9 **Permits**.

2.1 Contractor's License

The Contractor shall possess and maintain throughout the duration of the Contract, a valid California Class A General Engineering Contractor license.

2.2 Business License

The Contractor shall possess prior to the execution of the Contract and maintain throughout the duration of the Contract, a valid City of Stockton business license.

3.0 EARTHQUAKE DESIGN AND RESTRAINT

Design, construct and attach all manufactured equipment supplied under this Contract, and as noted in the respective technical Sections, to resist stresses produced by seismic forces specified in this Section. Rigidly attach equipment that does not vibrate during normal operation. For equipment that vibrates during normal operation, attach by means of isolators with mechanical stops that limit movement in all directions unless it can be demonstrated by calculations that such stops are not required. Restrain equipment or portions of equipment that move during normal operation with mechanical devices that prevent displacement unless it can be demonstrated by calculations that such restraints are not required.

- A. Minimum Earthquake Forces: The minimum earthquake forces will be based on calculations prescribed by the applicable Building Code and consistent with the Basis of Design Report prepared by the Contractor.
- B. Contractor shall require Subcontractors to provide certification of compliance with applicable building codes for earthquake forces.

*** END OF SECTION ***

SECTION 01090 - REFERENCES

1.0 DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the City or City's Representative.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity, and are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - Approval by the City that the Contractor has successfully performed the Acceptance Test and successfully met all conditions of Acceptance for the Facilities as specified in the Contract Documents.

Acceptance Tests - The tests for Acceptance that have been developed between the City and the Contractor and incorporated into the Contract.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

ADA - Americans with Disabilities Act.

Addenda - Written or graphic instruments issued which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

Agreement - The written document covering the performance of the Work as more fully described in the Contract Documents.

Allowance - Money set aside under the Contract for a special purpose identified and defined in the GMP of Section 00500, Exhibit Q.

ASTM - The American Society for Testing and Materials.

Authorized City Official - The City Manager or his designee.

AWWA - The American Water Works Association.

Bankruptcy - Legally declared financial insolvency.

Beneficial Occupancy - The City operating and maintaining specific constructed facilities for the purpose for which they are intended, subject to the requirements of Section 00700-8.5 Beneficial Occupancy.

Bond(s) - Bid, Performance, or Labor and Material Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Any day including legal holidays, Saturdays and Sundays.

CEQA - The California Environmental Quality Act, Public Resources Code Section 21000 et seq.

Charter - The Charter of the City of Stockton.

City - A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the City is identified by name in the Contract.

City Code - The Codified Ordinances of the City of Stockton, California.

City Council - The Council of the City of Stockton, California.

City Ordinance - Section 3 100 et. Seq. of the City Code.

City's Representative (or City Representative) - The Municipal Utilities Director, the Assistant Municipal Utilities Director, City Building Official, and/or any individual(s) and/or agent, including a Construction Manager, that the City has designated to act as its official representative. The City's Representative will determine whether the Work complies with Applicable Code Requirements, will determine whether and when it is appropriate to issue a Certificate of Occupancy, and is authorized to carry out all rights and responsibilities as indicated in the Contract Documents.

City Representative Team - The City Representative Team is a team of individuals that will perform certain aspects of the City Representative's duties.

Construction Documents - The plans and specifications prepared by the Contractor for the Project, approved by the City. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase).

Construction Manager – The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Contract Change Order - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents - The documents defined in Section 00500 – Progressive Design-Build Contract; the Front End Contract Documents (Sections 00100 through 01700); plans and specifications; and those that can be inferred therein.

Contractor - The person or persons, firms, partnership, corporation, joint venture or combination thereof, who have entered with the City, as party or parties of the second part of its or their legal representatives. With respect to matters related to Professional Errors and Omissions insurance, “Contractor” shall mean PCL Construction, Inc., the insured party.

Contract Sum - The Phase 1 Lump Sum Price, Phase 2 GMP or Lump Sum as defined in 00500 – Progressive Design-Build Contract.

Contract Time - The various “Contract Times” for Phase 1 and 2, and for completion of Final Design Documents as defined in 00500 – Progressive Design-Build Contract.

Contractor’s Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Corrective Work - Work identified during the course of construction, by any party, that is undertaken to correct Defective Work. Excepting Corrective Work resulting from negligent errors or omissions, the cost of Corrective Work is included in the Cost of the Work.

Day(s) - Calendar Day(s).

Defective Work - Work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of City’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

Design Builder - See “Contractor”.

Design Materials - Any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by Contractor to City under the Contract Documents or developed or prepared by Contractor specifically to discharge its duties under the Contract Documents.

Direct - Action of the City or City’s Representative by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings - Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Design Consultant, approved by the City, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

Engineer – When used in the context of an individual designated by the City, see City’s Representative. When used in the context of Contractor’s designee, the term refers to the

Design Builder's applicable responsible engineer for the design discipline, or scope of work, in question.

Engineer of Record – The Contractor.

Field Directive - Written documentation of the actions of the City or City's Representative in directing the Contractor. Also referred to as a Directive.

Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Final Completion - As defined pursuant to the General Conditions 00700-8.9.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

Furnish - To deliver to the job site or other specified location any item, equipment, or material.

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Requirements - Part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Geotechnical Engineer - Registered professional engineer in the State of California who conducted the site sub-surface investigation and prepared the soils report utilized for design purposes.

Guaranteed Maximum Price, or GMP – The upper limit of the amount to be paid by City to Contractor for the design and construction of facilities, as defined in Section 00500-1(f).

Herein - Refers to information presented in the Contract Documents.

Holidays - Legal holidays designated by the City or specifically identified in the Contract and Paragraph 01010-13.0

Inspector – City or Construction Manager staff who inspect and review the work for conformance with the Contract Documents.

Install - Placing, erecting, or constructing any item, equipment, or material.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and work involved in the Contract.

Life Cycle Cost - The sum of all costs over the useful life of a building, system, or product, including the cost of design, construction, acquisition, operation, maintenance, and salvage value. The useful life will be determined by the City.

Lump Sum Price – Phase 1 Lump Sum Price and as further defined in the Contract Documents.

MGD. The term “MGD” means millions of gallons per day.

MUD. The term “MUD” means Municipal Utilities Department of the City of Stockton.

NEPA. The term “NEPA” means the National Environmental Policy Act.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed (NTP) - The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

Owner - City of Stockton.

Paragraph - For references or citation purposes, refers to the paragraph(s), called out by paragraph number and alphanumeric designator.

Person - Includes firms, companies, corporations, partnerships, and joint ventures.

Project - The undertaking to be performed under the provisions of the Contract.

Project Manual - Those Contract Documents which are bound into one or more volumes.

Proposal Documents - Means the Request for Qualifications, Statement of Qualifications, Request for Proposal, and Proposals provided for this Project, including the documents referenced and incorporated into the Proposal Documents.

Provide - Furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Resident City Representative – A member of the City Representative Team normally present at the Site who is responsible for observing the Work and serving as the primary point of contact for the Contractor. In the absence of the Resident City Representative, any other member of the City Representative Team may fulfill the Resident City Representative’s responsibilities.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.

Site - The property as described in the General Conditions or as shown on the Drawings.

Site Superintendent - The Design Builder’s Site Supervisor responsible for the construction of the project.

Specifications - That part of the Contract Documents consisting of the General Conditions, Supplementary Conditions, General Requirements, applicable State Standard Specifications, and Technical Specifications.

Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Standard Specifications - The City of Stockton Standard Specifications and Plans in effect at the time of Contract execution.

State of California Specifications - The State of California Department of Transportation Standard Specifications in effect at the time of Contract execution. Also referred to as State Standard Specifications and Caltrans Standard Specifications.

Subcontractor - A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals - The information which is specified for submission to the City's Representative in accordance with Section 01300.

Substantial Completion – As defined pursuant to the General Conditions 00700-8.6.

Sub-subcontractor - A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Subtier-subcontractor – see “Sub-subcontractor”

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Value Engineering - Modifications to the project which are proposed by the Contractor and which provide the product or services equivalent to that called for in the project specifications, but at lower cost than the cost of those products or services designated in the specifications.

Vendor – See “Supplier”.

Will - Actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Working Day - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the City's Representative toward the completion of the Contract.

2.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning City's Representatives
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBC	California Building Code
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DBC	Design Build Contractor, or Design Builder
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company

FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
GMP	Guaranteed Maximum Price
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NSF	National Sanitation Foundation
OMM	Operations and Maintenance Manual
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

*** END OF SECTION ***

SECTION 01200 - PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities.

1.1 Attendees

The City, Design Consultant, Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

1.2 Agenda

The Construction Manager will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction. The agenda may include, but may not be limited to:

1. Adequacy of distribution of Contract Documents.
2. Distribution and discussion of list of major subcontractors and suppliers.
3. Proposed progress schedules and critical construction sequencing.
4. Major equipment deliveries and priorities.
5. Project coordination.
6. Designation of responsible personnel.
7. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - f. Record Documents.
8. Use of premises:
 - a. Office, construction, and storage areas.
 - b. OWNER's requirements.
9. Construction facilities, controls, and construction aids.
10. Shoring requirements and submittal of CONTRACTOR's geotechnical report.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Security procedures.
14. Housekeeping procedures.

1.3 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

2.0 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the project site at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings are to be determined at the pre-construction conference.

2.1 Schedule

The dates, times and locations for the various meetings shall be agreed upon and recorded at the preconstruction conference. Subsequent changes to the schedule shall be by agreement between the Construction Manager and Contractor, with appropriate written notice to all parties involved.

2.2 Attendees

The City, Design Consultant, Construction Manager, Contractor, and its Superintendent shall each be represented at these meetings. Attendance by subcontractors, suppliers and other entities is subject to issues and/or items of the agenda which may, or may not, require attendance.

2.3 Agenda

Purpose of progress meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.

1. Review progress of the Work, Progress Schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work. Verify: Actual start and finish dates of completed activities since last progress meeting.
2. Durations and progress of activities not completed.
3. Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and application for payment.
4. Percentage completion of items on Application for Payment.
5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.

Discuss potential problems which may impede scheduled progress and corrective measures.

2.4 Minutes

Meeting minutes will be taken by the Construction Manager and distributed accordingly within fourteen (14) days. If the Contractor does not submit written objection to the contents of such minutes within seven (7) days after presentation to him, it shall be understood and agreed that the Contractor accepts the minutes as a true and complete record of the meeting.

3.0 CONFERENCES

At any time during progress of the Work, the City and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers without extra cost to the City.

4.0 POST CONSTRUCTION MEETING

The Contractor shall plan, and include in its bid, all costs for a post construction meeting, including the following:

The Contractor shall:

- A. Meet with and inspect the Work 11 months after date of Substantial Completion with City and Construction Manager.
- B. Arrange the meeting at least 7 days before meeting.
- C. Meet in the City's office or other mutually agreed upon place.
- D. Inspect the Work and draft list of items to be completed or corrected.
- E. Review service and maintenance contracts, and take appropriate corrective action when necessary.
- F. Complete or correct defective work and extend correction period accordingly.
- G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

***** END OF SECTION *****

SECTION 01210 - ALLOWANCES

1.1 GENERAL

- A. Allowances are to be included as a separate line item of the specific amount in the applicable GMP.
- B. Allowances shall be charged against for only the specific purposes detailed in the applicable GMP required by the Contract.
- C. Allowances remaining at completion will be deducted from the applicable GMP by Change Order.

1.2 CASH ALLOWANCES

- A. Each Allowance shall have its own accounting for the Cost of the Work to allow separate and distinct review of the amount spent under each allowance.
- B. The adjustments in the GMP will be made if the Cost of the Work is more or less than the specified amount of the Allowance. The adjustment shall be the amount of the difference between the specified allowance and the Cost of the Work. The GMP will be adjusted by Change Order.

***** END OF SECTION *****

SECTION 01300 - SUBMITTALS

1.0 GENERAL SUBMITTALS REQUIREMENTS

Schedule of Submittals. Contractor shall submit to City's Representative a Submittal Schedule identifying all submittals requiring City review and approval for the current Phase within 14 days of Notice to Proceed for the applicable Phase.

Types of Submittals. Contractor shall be required to submit to City's Representative for review and approval, as appropriate and as required by the City, the following types of submittals, including others not listed as may be required by the City's Representative or Scope of Work to properly monitor the Project:

1. Construction Documents
2. Coordination Plan
3. Quality Control Plan
4. Acceptance Testing Plan
5. Test Reports, within seven (7) days of receipt by Contractor
6. All other plans and reports identified in the applicable scopes of work defined in Exhibits to Section 00500.
7. Operations Manual
8. Maintenance Manual
9. Process Control Narratives

Consistent with requirements of the Construction Documents, the following submittals shall also be made available for the City's reference and, at City's discretion, review:

10. Manufacturer's Instruction Manuals
11. Shop Drawings including actual field measurements
12. Product Data. One Submittal per Specification Section
13. Samples
14. Certifications (as applicable)
15. Record Drawings
16. Construction Photographs
17. As-programmed Process Control Narratives
18. Procurement documents for major equipment

2.0 SUBMISSION AND REVIEW

The City's review of submittals will be for conformance with the design concept and the Contract. They shall not be construed as permitting any departure from the Contract, as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials, or as approving departures from details furnished by the City Representative. City Representative shall endeavor to compile and screen its comments prior to submittal to the Contractor and remove any comments which are not strictly a review for conformance with the Contract. The City shall be given adequate time to review the Contractor submittals and provide comments. In the case of submittals identified in paragraph 1.0 of this Section as being subject to City approval, a mutually agreed-to City review period shall be determined at the time of the submittal but shall be no greater than 14 days. For other submittals provide for review at City's discretion, Contractor shall allow a minimum of 10 days for receipt of City review comments.

City's review of the Construction Documents shall not relieve Contractor from its responsibilities under this Contract, or be deemed to be an approval or waiver by City of any deviation from, or of Contractor's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by Contractor and approved by City. Contractor shall provide City with a complete, accurate, and current set of as-built drawings prior to Final Completion.

Contractor shall be entitled to rely on the approvals of City with respect to the Design Materials. If City revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, Contractor shall be entitled to a Change Order in accordance with the provisions of this Agreement. No Change Order shall be issued to the extent such modification is due to the fault or neglect of Contractor.

Prior to initiation of construction, Contractor shall prepare and submit to City a preliminary listing of all Shop Drawings and Product Data submittals anticipated by the Contractor. Contractor shall update the list of submittals periodically throughout the construction period.

City shall be provided access to all Shop Drawings and Product Data submittals and shall be provided reasonable opportunity to review such materials, including the final review comments prepared by Contractor's design review personnel. Submittals shall be made available in an organized manner on the project website provided by Contractor. Test Reports shall be posted no later than seven (7) days after the test for testing performed by Contractor, or not later than seven (7) days after receipt of the report from an outside testing laboratory.

City's review of Shop Drawings, Product Data, Test Reports and other construction-period submittals is intended to be a part of City's independent quality assurance process and shall not be viewed as an additional layer or integral part of Contractor's quality management procedures.

3.0 SCHEDULE OF VALUES

Submit to the Owner for acceptance, in the form directed by or acceptable to the Owner, a complete schedule of the values of the various portions of the Work to coincide with the construction schedule, including quantities and unit prices aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). In the schedule, subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required for this Work. Provide support data to substantiate its correctness as required by the Owner. Include with each item in the schedule of values, its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when accepted by the Owner, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price. Provide the initial submittal for the schedule of values at the preconstruction conference as per Section 01200.

4.0 PROGRESS SCHEDULE

Refer Section 01310, Progress Schedule.

5.0 SHOP DRAWINGS

Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data as necessary to fully illustrate conformance with the Technical Specifications and Project Plans. Provide the number of submittal sets as indicated in paragraph 2.0C of this Section.

- A. Title Block and Identification On each shop drawing, provide a space for the Engineer's approval or correction stamp and a title block showing the following:
1. Name and address of Contractor.
 2. Name and address of Subcontractor, manufacturer, supplier, or distributor, as applicable.
 3. Name and address of Owner.
 4. Date, scale of drawings, and identification number.
 5. Revision date, number, and brief description.
 6. Contractor's review and approval stamp.
 7. Owner's Number.
 8. Plan Reference and Specification Section reference.
 9. Project Name.
- B. Preparation and Size Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings of the same size as the Contract Drawings or on 8-1/2 by 11 inch or 11 x 17 inch sheets as applicable. Maximum sheet size shall be 22 inches by 34 inches. Refer to Paragraph 2.0C above regarding use of a reproducible copy set for the larger drawings.
- Submittal and record drawings shall be drafted and submitted in AutoCAD with two copies of half sheet drawings and a magnetic media copy on a CD.
- C. Data Unless the following data is included in the instruction manuals or equipment data submitted prior to or with the shop drawings, submit with the shop drawings complete catalog and technical data for all manufactured products, materials, machinery, and equipment covered by the shop drawing submittal. Include data showing for each item, as applicable, the following information:
1. Manufacturer's specifications and details.
 2. Applicable technical data and performance curves.

3. Preparation, assembly, and installation instruction with allowable tolerances.
 4. Connection requirements.
 5. Pre-start-up servicing and operating methods.
 6. Other data and information necessary to demonstrate that the proposed items conform to the Technical Specifications and Project Plans.
- D. Information Required Shop drawings shall contain details and information fully developing the pertaining Technical Specifications and Project Plans requirements and such other information as may be specified or required for approval, including but not limited to:
1. Related work with cross references to applicable portions of the Technical Specifications and Project Plans.
 2. Dimensions including variations between indicated dimensions and actual conditions.
 3. Physical configurations with critical dimensions for clearance, access, and servicing.
 4. List of materials including fasteners and connectors.
 5. Structural construction and assemblies, welds shown by AWS symbols, and each fastener and connector shown by type and class.
 6. Grouting work, including grouting space and material.
 7. Concrete foundations and bases for machinery and equipment including joints, joint filler and sealer, and reinforcing.
 8. Anchor bolt details showing type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the Owner.
 9. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.
 10. Machinery and equipment details. Standard catalog items need not be illustrated in detail, but indicate and detail sizes, supports, and connections.
 11. Location of auxiliary items that are parts of machinery and equipment including sight glasses, petcocks, gauges, lubrication fittings and access, and maintenance monitoring devices.
 12. Piping systems and piping including layout, fittings, valves, appurtenances, hangers

and supports, and sleeves.

13. Electrical equipment showing plans, elevations, sections, arrangements, materials, anchor bolts, supports, weights, wiring and circuit diagrams, internal connections, busses, grounding, conduit spaces, layout of instruments, gages, meters, and other components. Diagrams shall carry a uniform and coordinated set of wire numbers and terminal block numbers to permit cross-referencing between the contract document drawings, the drawings prepared by the Contractor's installer, and equipment Technical Manual Drawings. Drawing number cross-referenced shall be provided.
 14. Written descriptions fully describing the operation of all control circuits, start-up sequencing, shut down sequencing and alarms.
 15. Underground duct banks showing typical details of conduits, joints, spacers, and means of securing conduits in place during concrete placement.
 16. Dielectric connections, and materials and methods to be used to isolate aluminum from dissimilar materials.
 17. Full-size lettering layouts for data plate and nameplate inscriptions.
- E. Details and Connections Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Technical Specifications or Project Plans.
- F. Related Work The term "by others" is not acceptable for the description of related work shown in the shop drawings. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.
- G. Clearances Do not proceed with any related Work that may be affected by piping, machinery, equipment, or other work therein until shop drawings and data showing all components with acceptable clearances have been approved.
- H. Composite Shop Drawings With Installation Layouts Prepare and submit drawings, wherever specified or required, to resolve tight or conflicting field conditions. Show dimensional plans and elevations of the materials or equipment of all trades in the involved area or space, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship to the Work of all trades, based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

6.0 SAMPLES

Where samples are required in any of the following Specification Sections, unless otherwise specified, each sample submittal shall include two sets of samples. One set of approved samples and all disapproved samples shall be returned to the Contractor. Samples of value retained by the Owner shall be returned to the Contractor after completion of the Work if the Contractor's first transmittal of the sample requests its return. Approved samples of manufactured items returned to the Contractor may be installed in the Work if the location is recorded and the samples bear temporary identification as such.

- A. Identification Label or tag each sample or set of samples identifying the manufacturer's name and address, brand name, catalog number, intended use and other data as required by these Specifications.
- B. Colors, Patterns, and Textures For items required to be of selected and approved colors, patterns, textures, or other finish, submit sufficient samples to show the range of shades, tones, values, patterns, textures, or other features corresponding to the instructions and requirements specified.
- C. Field-Applied Paint and Coatings: Submit samples of finishes at least 60 days prior to start of such finishing operations.
- D. Factory Finish Colors: Colors of material specified to be furnished with a factory finish shall be the standard manufacturer colors, unless otherwise requested by City. Submit duplicate samples of factory finishes showing the full range of available colors for selection and approval when requested by the City.

7.0 MATERIALS LIST AND EQUIPMENT DATA

Within thirty (30) days after the Notice to Proceed, the Contractor shall submit a List of Materials to the Construction Manager for review. The List shall include all items of equipment and materials for mechanical, piping, architecture, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been or will be placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth elsewhere in the Contract Documents. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

In determining acceptability, consideration shall be given to the availability of maintenance and replacement parts and materials, the availability of manufacturer's technical representatives, other factors that relate to the maintenance and repair of installed items without excessive inconvenience to the Owner, guarantees and warranties, as well as determination of conformance with the Technical Specifications and Project Plans.

- A. Materials Furnished Under Standard Specifications For materials specified by reference to standard or reference specifications, prepare and submit for approval a list of such materials by

manufacturer's names and identifications to the extent requested by the Owner.

- B. Material Lists Neatly bind submittal copies with sturdy labeled covers. Copies shall contain an index listing the contents. Loose submittals shall be returned un-reviewed. For each item listed, include the manufacturer's name and address, trade or brand name, local supplier's name and address, catalog numbers and cuts, brochures, terms and conditions of manufacturer's guarantee and warranty, other information to fully describe the item, and supplementary information as may be required for approval. Mark cuts, brochures, and data to indicate the items proposed and the intended use. Provide the number of submittal sets as specified in Paragraph 2.0C above.
- C. Equipment Data Submit complete technical and catalog data for every item of mechanical and electrical equipment and machinery to be incorporated in the Work, including components. Submittal copies shall be bound, indexed, and contain information as required in paragraph 7.0B for submittal of materials lists and shall further include specific information on performance and operating curves and data, ratings, capacities, characteristics, efficiencies, and other data to fully illustrate and describe the items as may be specified or required for approval, in particular, equipment incorporating logic circuits shall have a draft of a detailed theory of operation. Data shall be submitted in sets covering complete systems or functioning units. The number of submittal sets required shall be as specified in Paragraph 2.0C above.
- D. Foreign Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in Stockton, unless otherwise required in these specifications or the special provisions, where they shall be retained for a sufficient period of time to permit inspection, sampling, and testing.

Attention is directed to the provisions in Section 00700-6.5 Liquidated Damages. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into Continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City, shall supply the facilities and arrange for any testing required in Stockton which the City is not equipped to perform. All testing by the Contractor shall be subject to witnessing by the City.

The manufacturer, producer or fabricator of foreign material shall furnish to the City a Certificate of Compliance. In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in these specifications or otherwise requested by the City.

8.0 VENDOR O&M MANUALS

The following minimum requirements shall be included in the Construction Documents specifying equipment and materials. More stringent requirements may be substituted at Contractor's discretion.

- A. Obtain data from the various manufacturers and submit instruction (Vendor Operation and Maintenance) manuals covering all mechanical and instrumentation equipment and machinery installed in the Work.

- B. Contents: Each manual shall have an index listing the contents. Information in the manuals shall include, as applicable, not less than:
1. General, introduction and overall equipment description, purpose, functions, and simplified theory of operation.
 2. Specifications.
 3. Installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal, and vertical alignment.
 4. Grouting requirements including grout spaces and materials.
 5. List showing lubricants for each item of mechanical equipment, approximate quantities needed per year, and recommended lubrication intervals; where possible, types of lubricants shall be consolidated with equipment manufacturers' approval to minimize the number of different lubricants required for plant maintenance.
 6. Start-up and beginning operation procedures.
 7. Operational procedures.
 8. Shut down procedures.
 9. Short and long term inactivation procedures.
 10. Maintenance, calibration, repair and rebuild instruction.
 11. Parts lists and spare parts recommendations.
 12. Lists of all special tools, instruments, accessories, and special lifting and handling devices required for periodic maintenance, repair, adjustment, and calibration.
 13. Wiring diagrams and detailed circuit operation description.
 14. Performance curves and data.
 15. Other information as may be specified or required for approval.
 16. Electronic assembly drawings: Detailed circuit schematics, circuit board drawings, and chassis layouts shall be provided for all electrical and electronic equipment as part of the submittal, in accordance with what is normally available from the manufacturer. The circuit schematics, circuit board drawings, and chassis layouts shall clearly show, locate, and identify all components and component wiring. Circuit boards and circuit board components shall be identified by the original manufacturer's name and part number. Component values and tolerance shall be shown.

17. In addition to the above information, the Contractor, with the assistance of the respective equipment manufacturer, shall complete and provide a Preventive Maintenance Task Sheet and Asset Management Data Sheet to include as part of the instruction manual for all equipment and machinery, as described in Contractor's Phase 2 scope of Work.

C. Format and Organization

1. Use drawings and pictorials to illustrate the printed text as necessary to fully present the information.
2. Where information covers a family of similar items of equipment, identify the applicable portions by heavy weighted arrows, boxes or circles, or strike-out the inapplicable information. Non-conforming data are not acceptable and shall be returned for rework and resubmittal.
3. Incorporate into books all Manufacturers' Equipment Manuals including those specified in pertinent Sections of the Specifications. These books shall be organized by Equipment Class in same manner and sequence as the Specifications, i.e. Mechanical, Electrical, Instrumentation, etc. Book size and quantity shall be sufficient for inclusion of all data, and be of type and quality hereinafter specified in Paragraph 8.0D below.
4. Within each book of manuals, provide a Table of Contents for that book. If more than one book is necessary for a Class of Equipment, place a complete Table of Contents for that Class of Equipment within each book of that Class.
5. In addition, an overall Index of Contents shall be prepared in the same number of sets as required below for the final manuals and submitted separately to the City for his insertion in the Operation and Maintenance Manuals.
6. When a manufacturer's manual exceeds one inch in thickness and is bound as specified in Paragraph 8.0D it need not be rebound within another book, but the Overall Index shall refer to it by title and indicate that it is bound separately.
7. Drawings: Preprinted drawings provided by manufacturers of off-the-shelf equipment may be used if the drawings are an integral part of an offset printed O&M Manual, are not larger than 11-inches by 17-inches, are clearly legible when reproduced using conventional office copying machines, and, in the opinion of the City's Representative, satisfy the requirement of these specifications. Those preprinted O&M Manual drawings, which are not acceptable, or which must be modified or corrected to show the actual as-built design, shall be redrawn as new specially-prepared shop drawings. Acceptable equipment manufacturer's drawings incorporated into equipment operating and maintenance manuals need not be duplicated or removed from the manuals.

D. Manual Binding

1. Bind all materials in sturdy three-ring loose leaf binders designed to provide full view opening and ease of making content additions or replacements. Maximum binder size shall be three (3) inches, with this binder size containing not more than 2 1/2 inches of

material. Binders of smaller thickness shall contain correspondingly less material. All bound material shall be three-hole punched, loose material shall not be permitted.

2. Permanently label face of cover and bound edge of each book "MANUFACTURERS' INSTRUCTION MANUAL," and indicate Class of Equipment, i.e., Mechanical, Electrical, Instrumentation, etc. or name specific equipment if a single unit is contained.

E. Manual Submittals

1. Contractor shall coordinate schedule of submissions of the Draft and Final Manufacturer's Instruction Manual(s) with the Subcontractor.
2. Subcontractors shall submit to Contractor one (1) digital (print-ready PDF) and four (4) complete hard copy sets of each "Draft" Manufacturer's Instruction Manual, at least thirty (30) working days prior to the start of Factory Acceptance testing of the associated equipment.
3. The Draft Manufacturer's Instruction Manual(s) shall be provided by the Contractor to the City. The City shall provide review comments on, or approval of, each manual no later than fifteen (15) working days after receipt of the Draft from Contractor.
4. Contractor shall compile and coordinate City's comments with Contractor review comments prior to providing comments to Subcontractor for correction.
5. Subcontractor shall conform the Manufacturer's Instruction Manual(s) to address the review comments and provide one (1) digital (print-ready PDF) and four (4) hard copy sets of the Final Manufacturer's Instruction Manual(s).
6. When Contractor has confirmed all comments are addressed or received approval from City for deviation from certain requirements, the Contractor shall deliver one (1) digital (print-ready PDF) and four (4) hard copy sets of unmarked (without review comments) manuals to the City.
7. The Final Manufacturer's Instruction Manual(s) shall be provided by Contractor to City prior to any startup and/or training activities on the associated equipment.

9.0 INSTALLATION INSTRUCTIONS

In addition to the instructions submitted under the above Section 8.0, submit copies of manufacturers' installation instructions for material and equipment incorporated in the Work to the extent specified in other Sections and Divisions of the Specifications or requested by the Owner for its review. Installation instructions shall be reviewed for general adequacy only. After review, the Contractor shall distribute copies to all those involved with the instructions.

10.0 CITY PERSONNEL TRAINING PLAN

The Contractor shall submit a training plan at least fourteen (14) days prior to the start of any required City personnel training. Training plans shall describe the training course objectives, the scope of subjects to be covered, course outline including approximate time devoted to each subject, course materials to be provided by the Contractor, training aids to be used and training methods to be

used (lecture, demonstration, student practice, etc.). The submittal shall include resumes for instructors of each class demonstrating the instructor's qualifications.

11.0 OTHER SUBMITTALS

Provide copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified in other Sections and Divisions of the Specifications.

12.0 STORAGE INSTRUCTIONS

For each equipment and material item furnished, provide as part of the Shop Drawing submittal process the manufacturer's recommended instructions for storage of the respective equipment or material. The instructions shall address conditions both before installation and (for mechanical, electrical and instrumentation equipment) after installation but before placing into continuous operation.

13.0 TOOLS, ACCESSORIES, SPARE PARTS, AND MAINTENANCE MATERIALS

Furnish and deliver all special tools, instruments, accessories, spare parts, and maintenance materials required by the Technical Specifications and Project Plans, and furnish and deliver the special tools, instruments, accessories, and special lifting and handling devices shown in the approved instruction manuals. Unless otherwise specified or directed, deliver the items to the City, with the Contractor's written transmittal accompanying each shipment, in the manufacturers' original containers labeled to describe the contents and the equipment for which it is furnished.

Provide spare parts and special tool lists. The list shall show the manufacturer's/supplier's name, address, and telephone number, the quantity of spare parts and special tools required for each item of equipment provided, and the current list price of each.

14.0 RECORD DRAWINGS

Maintain one record copy of all Drawings, Specifications, Addenda, Modifications, approved submittals, correspondence, and transmittals at the site in good order and readily available to the City. Clearly and correctly mark and annotate the Record Drawings and Record Specifications to show all changes made during the construction process at the time the changed Work is installed. Revisions to the work will be recorded on a weekly basis.

- A. Buried and Concealed Work: Record the precise location of all piping, conduits, ducts, cables, and like Work that is buried, embedded in concrete or masonry, or concealed in wood or metal framed walls and structures at the time such Work is installed and prior to concealment. Each feature of the concealed Work shall be accurately located by not less than two dimensions to permanent structures or using global positioning system (GPS) tools. The depth below finish grade, slab, or paving shall be noted for buried pipe, conduit, or ducts at the beginning and end of straight grade runs and at all grade change points, excepting sewer or drain lines run between manholes. Should the Contractor fail to record such buried or concealed Work, he shall uncover the unrecorded Work to the extent required by the City and shall satisfactorily restore and reconstruct the removed Work with no change in the Contract Price or the Contract Time. The record drawings shall indicate the locations of underground work such as utility lines and wet pipe utility lines permanently embedded in concrete slabs (floor and foundation).

- B. Delivery: Upon completion and prior to final inspection of the Work, and as a condition of final payment, submit the Record Drawings to the City for review, and make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Work in the opinion of the City. When approved, the Contractor shall deliver the Record Drawings to the City.
- C. Format of Record Drawings: All drawings prepared in AutoCAD by Contractor shall be updated with the record information and provided to City in both AutoCAD and PDF formats. In the final version of the Record Drawings, construction period changes shall not be graphically identified (e.g. with drawing clouds) except where deemed necessary by the Engineer of Record.
- D. No new details that were not originally included on the construction drawings will be prepared. However, references to appropriate RFI's will be incorporated as required.

15.0 PROCESS CONTROL NARRATIVES

Submit process control narratives (PCNs) to the City 6 weeks prior to beginning programming activities. Prepare additional drafts of PCNs based on city review comments. Prepare and submit "as-programmed" PCNs consistent with the schedule for Record Drawings.

16.0 CERTIFICATES

Each certificate required under the Contract or in any of the following Sections shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn as to the correctness and validity of the contents. Where specifically required in the respective section, certificates shall be notarized and duplicate copies of required certificates shall be notarized to be true copies.

17.0 EARTHQUAKE DESIGN AND RESTRAINT

Design, construct and attach all manufactured equipment supplied under this Contract, and as noted in the respective technical Sections, to resist stresses produced by seismic forces specified in this Section. Rigidly attach equipment that does not vibrate during normal operation. For equipment that vibrates during normal operation, attach by means of isolators with mechanical stops that limit movement in all directions unless it can be demonstrated by calculations that such stops are not required. Restrain equipment or portions of equipment that move during normal operation with mechanical devices that prevent displacement unless it can be demonstrated by calculations that such restraints are not required.

- A. Work Included The work included in this Paragraph includes, but is not limited to, the following: All electrical equipment, cabinets and casework plus contents, electrical panels and lighting fixtures.
- B. Minimum Earthquake Forces Except as provided herein, base calculations on the minimum earthquake forces prescribed for Essential Facilities by the 2010 California Building Code as published by California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936.

- C. Include calculations with submittals of shop drawings, details and data specified in respective technical Sections of these Specifications. Calculations must bear the original seal and signature of a **Professional Engineer or a Structural Engineer** licensed in California and who provided responsible charge for the design.

18.0 CONSTRUCTION PHOTOGRAPHS

The Contractor shall provide construction photographs showing the regular progress of the work. Photographs shall be made available on the project website.

Starting when the work begins and continuing for as long as the work is in progress, not less than 12 exposures consisting of different subjects or angles of view each time, shall be taken from different locations in the project at intervals not exceeding one month apart. At the beginning of the work and at six month intervals thereafter, at least four aerial photographs shall be taken. These aerial photographs shall be taken at an approximate scale or elevation agreed upon between the Contractor and the City's Representative. Electronic file of each aerial photograph shall be posted to the project website.

19.0 REVISION OF SUBMITTALS

Whenever a contract change order causes a change to the information contained in previously approved submittals, submit information and data corresponding to the changed requirements for approval. Submit revisions following the procedure required for previously approved submittals.

***** END OF SECTION *****

SECTION 01310 - PROGRESS SCHEDULE

1.0 CONSTRUCTION SCHEDULE

Contractor shall prepare and submit to City for review projected construction schedules. Update and revise schedules periodically to reflect progress of work. Contractor shall provide with its schedule a procedural outline of the system shutdowns and proposed tie-in procedures, which shall be subject to the favorable review of the City's Representative.

1.1 General

The Progress Schedule for this Project will also be referred to as the CPM Schedule.

Neither the Contractor nor the City shall own the "float".

Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

1.2 Form of Schedules

1.2.1 Schedule and updates shall be prepared in the form of a network analysis system using the Critical Path Method.

1.2.2 The network analysis system shall consist of a detailed network, mathematical analysis and a network diagram.

- a. The network diagram shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.
- b. Detailed network activities shown on the network diagram shall include, in addition to construction activities, the submittal for approval of samples and shop drawings, the procurement of critical materials and equipment and their installation and testing.
- c. Related activities shall be grouped on the network. The activities on the critical paths shall be highlighted. The network shall be time scaled using units of approximately one-half inch equals one week or other suitable scale approved by the Engineer. Weekends and holidays shall be indicated. Where float exists, the activities shall be shown at the earliest time they are scheduled to be accomplished.
- d. The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagram. The following information shall be furnished as a minimum for each activity.

1. Preceding and following event numbers.

2. Activity description.
 3. Estimated duration of activities in units of working days (being the best estimate available at time of computation).
 4. Earliest start date (by calendar date).
 5. Earliest finish date (by calendar date).
 6. Scheduled or actual start date (by calendar date).
 7. Scheduled or actual finish date (by calendar date).
 8. Latest start date (by calendar date).
 9. Latest finish date (by calendar date).
 10. Float.
 11. Responsibility for activity (Contractor, Subcontractors, suppliers, City).
- e. The mathematical analysis shall list the activities in sorts or groups as follows:
1. By the preceding event number from lowest to highest and then in the order of the following event number.
 2. By the amount of float, then in order of activity number.
 3. By responsibility in order of earliest start date.
- f. System shutdown and tie-in dates must be identified and included on the schedule as milestones.
- g. All activities of the City and the City's Representative that affect progress and required contract dates for completion of all parts of the work shall be included. The selection and number of activities shall be subject to favorable review by the Construction Manager.

1.3 Review of System

Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the City Representative. Revisions necessary as a result of this review shall be resubmitted to the City Representative within 3 days after the conference. Seven days will be allowed for checking and further action by the City Representative. The mutually acceptable schedule shall then be the schedule to be used by the Contractor for planning, organizing, directing and executing the Work and for reporting progress.

1.4 Updates

1.4.1 Submit monthly a report of the actual construction progress by updating the mathematical analysis and provide a narrative summary if requested by City. All contract

changes, including pending and approved change orders and field orders shall be included in the update schedule. Revisions causing changes in the detailed network shall be noted on the network or a revised issue of the affected portions of the detailed network furnished. The network shall be revised as necessary for the sake of clarity.

1.4.2 The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and schedule as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates. If the project is behind schedule, progress along other paths with negative float shall be reported. Percentage of work actually completed will be reviewed by the Engineer. Three copies of the report shall be submitted for each update.

1.4.3 Simultaneously submit a narrative report with the updated analysis which shall include but not be limited to a description of the problem areas, current and anticipated delaying factors, their impact, and an explanation of corrective actions taken or proposed.

1.5 Submittals

1.5.1 Submit with the Phase 2 Proposal a preliminary schedule.

1.5.2 Within 14 days after execution of the contract amendment for Phase 2, submit 3 copies of the complete network analysis system. After review, submit 3 copies of the mutually acceptable system.

1.5.3 Submit 3 copies of monthly reports and updates by the tenth day of the following month.

2.0 WEATHER CONDITIONS

Weather delays are as defined in Section 00700-6.3 **Delays**. Time extensions will be granted pursuant to Section 00700-6.4 **Time Extensions** only when the current critical activity is impacted. Contractor shall demonstrate, to the satisfaction of the City Representative, that a weather condition has delayed an activity on the critical path, as identified in the most recent schedule update. When weather days affecting the critical path occur, and are approved as such by the City's Representative, the Contractor shall either:

- a. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
- b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

3.0 RESERVED

4.0 TIME IMPACT ANALYSES

4.1 Requirement

When change orders impacting project duration are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the City's

Representative a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

4.1.1 Construction Schedule Analysis

a. Each Time Impact Analysis shall include a fragmentary network analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule.

b. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the event time computation of all affected activities.

c. The event times used in the analysis shall be those included in the latest updated copy of the Construction Schedule or as adjusted by mutual agreement between the City's Representative and Contractor.

4.2 Delays

Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.

a. It is possible that a strike or contract modification will not affect existing critical activities or cause noncritical activities to become critical, i.e., a strike or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or time.

b. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, and other causes will require revision of preferential sequences of the Work before proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for indirect overhead.

c. Float or slack shall not be for the exclusive use or benefit of the City or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceeds the total float along the activity chain involved at the time the change was ordered or the delay occurred.

d. The definitions of "noncritical activities" and "total float" shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors."

4.3 Submittal

Time Impact Analyses shall be submitted within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the City's Representative. In cases where the Contractor does not submit a Time Impact Analysis for a specific change order, delay, or Contractor request within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

- a. Approval or rejection of Time Impact Analyses by the City's Representative and the City will be made within fifteen (15) days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.
- b. Upon mutual agreement by both parties, schedule revisions illustrating the influence of change orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

5.0 WEEKLY ACTIVITIES PLAN

At each weekly progress meeting, the Contractor shall submit to the City's Representative the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the Activity number as provided in the Construction Schedule.

6.0 RESERVED

7.0 RESERVED

***** END OF SECTION *****

SECTION 01400 – QUALITY CONTROL

1.0 QUALITY CONTROL

All materials and equipment shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. It shall be the duty of the Contractor to call the City Representative's attention to apparent errors or omissions and request instructions before proceeding with the Work. The City Representative may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the City Representative, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the City Representative written notification at least 30 days prior to the shipment of materials and equipment to be tested and inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

Inspection of the Work by the City, City Representative and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

2.0 INSPECTION

All work and materials are subject to the inspection of the City Representative. The Contractor shall notify the City Representative before noon of the working day before inspection is required. If the Specifications, the City Representative's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice, in writing, of its readiness for inspection. Unless otherwise determined by the City Representative, all inspections shall be done only in the presence of the City Representative or its authorized representatives. The City, City Representative, Design Consultant and authorized government agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the City Representative or that payment therefore has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner whatsoever without first being inspected by the City Representative. If any work should be covered up without the approval or consent of the City Representative, the City Representative

shall have the authority to require that such work be uncovered for examination; defective work, if any, corrected; and recovered at the Contractor's expense.

3.0 SAMPLES AND TESTS

At the option of the City Representative, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of materials to be used in the Work in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

Certificates of compliance shall be provided by the Contractor as required in the Technical Specifications.

3.1 Sampling

The Contractor shall furnish such samples of materials as are requested by the City Representative, without charge. No material shall be used until the City Representative has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the City Representative or Testing Firm in the presence and with the assistance of the Contractor.

3.2 Testing

Unless otherwise provided, all initial testing for concrete and soils shall be at no expense to the Contractor and shall be performed in the City's laboratory or in a laboratory designated by the City. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the City Representative, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

3.3 Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

***** END OF SECTION *****

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.0 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall respond to public complaints when requested by the City.

2.0 TEMPORARY UTILITIES

2.1 Electrical Service

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities. Electric power may be available for the Contractor's use, on a site specific basis, and at the City's sole discretion.

2.2 Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for the disposal of all water used in the course of construction in accordance with all local, state and national laws.

The Contractor shall provide all temporary pumping, piping, and appurtenances required to transport the water from the City identified locations to the final point of use. The Contractor shall be responsible for the disposal of all water used in the course of construction in accordance with all local, state and national laws

2.3 Temporary Lighting

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by Cal/OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor are in working condition at the time of final acceptance of the Work.

2.4 Heating and Ventilation

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

2.5 Sanitary Conveniences

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

3.0 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

3.1 Staging and Falsework

When required by Cal/OSHA standards, temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the City's Representative, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with Section 00700-4.12, **Safety**.

3.2 Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures. The Contractor shall comply with the San Joaquin Valley Unified Air Pollution Control District regulations for such work.

3.3 Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

- A. Hazards in public right-of-way:
Contractor shall:

1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours:
 - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades:
 - a. During hours of darkness, provide warning lights at close intervals.

3.4 Above Grade Protection

On multi-level structures the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of Title 8, California Code of Regulations or Section 00700-4.12, Safety.

3.5 Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire Prevention Bureau; and all work shall be governed by the Health & Safety Code and any amendments or existing Articles of the National Board of Fire Underwriters Fire Prevention Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives

4.0 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property. The Contractor is responsible for the following, at no additional cost to the City:

- a. The Contractor shall conduct operations in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.
- b. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. If damaged or removed because of the Contractor's operations, they shall be restored or replaced as required to return the property to its prior condition and location, or better, as is reasonably possible. Lawns shall be re-sod, or re-seeded and covered with suitable mulch if appropriate sod is not available.
- c. The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

- d. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.
- e. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the City determines that suitable storage for certain materials is not being provided, he may direct the Contractor to remove it from the job site, or to store it properly at the job site.
- f. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- g. In coordination with the appropriate authorities to probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur. In the event interferences in construction are encountered with the various existing improvements, the Contractor reserves the right to appropriately change the alignment and grade of the facilities.
- h. Provide for the flow of all sewers and drains interrupted during the progress of the Work, in a manner acceptable to the City and immediately cart away and remove all offensive matter at no additional cost to the City.

Where interruption of existing utilities occurs as the result of the Contractor's activity for this Work, whether intentional or accidental, repairs to the interrupted utility shall be performed by the Contractor in a manner acceptable to the City unless instructed otherwise in these Contract Documents. The repairs, including materials used, shall be performed in accordance with the requirements of the respective utility as well as the requirements of the Contract Documents for this Project. Where a conflict exists between the requirements of the respective utility and those of the Contract Documents for this Project, the more stringent of the two shall apply unless instructed otherwise by the City.

5.0 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury and shall comply the City's security measures.

5.1 Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations. The local fire marshal shall have jurisdiction in determining the appropriate level of protection required.

5.2 First Aid

Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.

5.3 Temporary Fences

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

6.0 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

7.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

7.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the City's Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas clean whenever construction, including restoration, is incomplete.

7.2 Mud Control

The Contractor shall: Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.

7.3 Noise Abatement

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

7.4 Working Hours

Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays, unless otherwise approved by the City.

Normal working hours are defined as between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City, unless such working hours have been approved by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

The Contractor shall notify the Construction Manager at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays. No work outside normal working hours will be allowed to take place without proper notification and approval by the construction manager.

7.5 Drainage Control

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to ensure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

7.6 Construction Cleaning

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. The Contractor shall clean up not less than at the end of each work day, all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More

frequent clean-up shall be performed as required to maintain access to all other City facilities still in operation.

All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from its operations.

Before final inspection of the work, the Contractor shall clean the project site, material sites, and all ground occupied by him in connection with the work of all rubbish, excess materials, false-work, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the City.

7.7 Disposal of Material

The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required Federal, State, and local regulations pertaining to such disposal.

7.8 Parking and Storage Areas

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the City's Representative.

8.0 TRAFFIC REGULATION

8.1 General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without notifying the property owner and access must be restored during all non-working hours. Safe access must be maintained for pedestrian traffic throughout the work area at all times.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and any affected agency. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies.

The Contractor shall not block or obstruct fire lanes at any time.

8.2 Haul Routes

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s).

8.3 Traffic Control

When work is being performed on public streets or within the public right-of-way, traffic control shall be in accordance with the California Department of Transportation Traffic Manual. The Contractor shall submit for approval, by the City and any other applicable agency, its traffic control plans prior to work on public streets.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the City's Representative may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor.

9.0 PROJECT OFFICE**9.1 Accessibility of Records**

The Contractor shall maintain on the project site a suitable office or other protected area in which shall be kept project copies of the Contract Documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the City and City's Representative during normal working hours.

10.0 CONTRACTOR'S SAFETY RULES

The Contractor shall execute and abide by all terms and conditions of the City's "Contractor's Safety Rules," a copy of which is included at the end of this section. The Contractor shall post "Contractor's Safety Rules" on the job site for the entire construction period for this Project.

***** END OF SECTION *****

**CITY OF STOCKTON
DEPARTMENT OF MUNICIPAL UTILITIES**

CONTRACTOR'S SAFETY RULES

THESE SAFETY RULES ARE TO INFORM YOU OF CERTAIN SAFETY AND HEALTH REQUIREMENTS THAT MUST BE FOLLOWED WHILE WORKING AT MUNICIPAL UTILITIES DEPARTMENT (MUD) SITES.

1. DRINK ONLY BOTTLED WATER. DO NOT DRINK FROM ANY FAUCET, PIPE LINE OR HOSE WHILE WORKING AT MUD SITES.
2. STRICT ADHERENCE TO CONFINED SPACE ENTRY PROCEDURES OUTLINED BY CAL-OSHA TITLE 8 ARTICLE 108 MUST BE FOLLOWED.
3. WASH HANDS THOROUGHLY BEFORE EATING OR DRINKING.
4. CHECK WITH THE CONTRACT MANAGER BEFORE BEGINNING ANY CONTRACTED WORK TO REVIEW ANY SPECIAL HAZARDS OR SAFE PRACTICE PROCEDURES FOR THE AREA YOU ARE WORKING IN.
5. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR WORK CREWS AND SUBCONTRACTORS REGARDING HAZARDS AND SAFE PRACTICE MEASURES REQUIRED WHILE DOING ANY WORK AT MUD SITES. POTENTIALLY HAZARDOUS CHEMICALS ARE STORED AND USED AT MANY MUD SITES.
6. THE ABOVE RULES DO NOT EXEMPT ANY CONTRACTOR OR SUB-CONTRACTOR FROM ANY APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND RETURNED TO THE CONTRACT MANAGER. THANK YOU FOR YOUR COOPERATION.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES WHILE ON ANY MUNICIPAL UTILITIES DEPARTMENT SITE.

CONTRACTOR'S SIGNATURE

DATE

COMPANY NAME

SECTION 01600 - MATERIAL AND EQUIPMENT

1.0 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. Materials shall be placed on platforms or other hard, clean surfaces, and covered when necessary to ensure preservation of their quality.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the lump sum price and no additional compensation will be allowed therefore. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the City's Representative.

2.0 HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets, shall be submitted to the City's Representative prior to the delivery of materials to the project. Hazardous materials shall be removed and legally disposed as soon as no longer needed for project work. All spills of potential pollution causing and hazardous materials shall be contained, cleaned-up, removed and legally disposed, and remediated completely at no additional cost to the City.

***** END OF SECTION *****

SECTION 01660 - SYSTEM TESTING

The Contractor shall test the facilities as specified in the City of Stockton Standard Plans and Specifications. The Contractor shall provide all necessary facilities for conducting the tests, including but not limited to, personnel, power, water equipment, and chemicals. The Contractor shall provide the required minimum notice to the Construction Manager of its readiness and intent prior to each test.

***** END OF SECTION *****

SECTION 01670 - TRAINING

1.0 GENERAL

Conduct an instruction program for City's operation and maintenance personnel. Provide training for the purpose of familiarizing the City's personnel with the proper operation and maintenance of all equipment. Training shall include both classroom instruction and "hands-on" instruction held at the equipment.

Additional specific requirements for each type of equipment and/or system are identified in the Specification sections covering the various project equipment and/or systems.

2.0 INSTRUCTORS

Training for an individual component within a system shall be performed by the manufacturer's factory-certified personnel. Training provided by the system fabricator, packager, integrator, or supplier shall be in addition to the component training.

Training instructors shall be trained and familiar with giving both classroom and hands-on field training.

3.0 SCHEDULING

Conduct training after the equipment has been installed, tested, and adjusted, and prior to City acceptance for beneficial occupancy or substantial completion of the respective equipment item, unless required earlier in the progress of the work the Specification section covering that equipment or system. Training shall be a prerequisite for acceptance.

Schedule instruction periods acceptable to the City, and provide formal written notice of the proposed instruction period at least fourteen (14) days prior to commencement of the instruction period. The City will review and comment on the proposed training schedule to accommodate scheduling of its shift personnel and ongoing or forecasted workload. The duration of the training sessions may vary from one hour up through multiple days, and should be based upon the complexity of the equipment involved and the training required.

For operation and routine maintenance instruction, three separate but identical training sessions for each respective equipment item or system shall be required (on different days or sets of days for multiple day sessions) to accommodate the scheduling of City's shift personnel and City's workload. For detailed maintenance and overhaul training, and for detailed troubleshooting, repair, and programming instruction for electrical and instrumentation equipment, two separate but identical training sessions (on different days or sets of days for multiple day sessions) shall be required for each respective equipment item or system.

4.0 INSTRUCTION PROGRAM

Instruction programs shall include basic system operation theory, troubleshooting, routine maintenance and repair, "hands-on" operation of equipment, and rebuild/overhaul procedures. Provide copies of all training material (graphs, diagrams, cut-a ways, charts, descriptions,

instructions, etc.) used in the training sessions for the use of City's personnel in attendance and for insertion into the O&M manuals. All training material shall become the property of the City.

Instructors shall prepare a typed agenda for each training session and submit to City with the proposed training schedule twenty-one (21) days prior to the proposed commencement of the training period. City will review and comment on the adequacy of the proposed training and training schedule. Instructors shall obtain City approval of each training session agenda prior to the start of its respective session.

Training sessions, and their respective agendas, shall be organized into topic groupings to allow City to coordinate personnel attendance with the topics being taught. For example, operators do not need to attend overhaul training. Agenda shall also include a statement of the intended audience, list of major training topics, goals and objectives for each major training topic, and motivational statements (i.e. why is this important).

Training sessions shall cover the information required in the Operation and Maintenance manuals submitted in accordance with Section 01300 and the following topics, as applicable:

- a. Operation, including theory of operation, start-up procedures, shutdown procedures, instrumentation and controls
- b. Lubrication, including changing of major fluids
- c. Operation safety
- d. Emergency situation response
- e. Troubleshooting
- f. Preventive maintenance procedures
- g. Optimizing life of equipment components
- h. Maintenance, including adjustment and/or removal and replacement of wear components
- i. Overhaul and repair, including takedown procedures, disassembly and assembly
- j. Programming
- k. Record keeping

Training for overhaul and repair on mechanical equipment, and for troubleshooting, repair, and programming on electrical, instrumentation, and control equipment shall provide sufficient detail, duration, and quality to result in factory certification for City staff receiving such training, where factory certification is available. This training shall include an examination to determine the competency of the participating students. All tests shall be scored by the instructor and results submitted to the City. Certificates shall be issued by the manufacturer to those students demonstrating a level of competency acceptable to the manufacturer. The manufacturer/instructor shall anticipate training City staff to this level of detail as follows:

Mechanical Equipment	Two separate sessions with four City maintenance staff in each session (separate days)
Electrical, Instrumentation and control	Two separate sessions with four City maintenance staff in each session (separate days)

5.0 LOCATION

All training shall be conducted at City facilities, except that training for factory certification in troubleshooting, repair, and programming of electrical, instrumentation, and control equipment may occur at the manufacturer's facility, at the manufacturer's option. Should the manufacturer choose to conduct this factory certification training at its facilities, the Contractor shall arrange for and pay all costs for travel, lodging, meals, and other associated expenses for City staff to travel to and from, and receive training at, the manufacturer's facility, at no additional cost to the City.

6.0 RECORDING OF TRAINING SESSIONS

Contractor shall record in color using DVD format, every session of the instruction program for each respective equipment item or system. Recording shall be performed by a person experienced in the operation of video recording equipment. Care shall be taken to properly place the camera, and provide adequate lighting and sound systems to ensure good video and audio quality. The final submitted DVD shall be subject to City approval and acceptance.

For video recording of "hands-on" training at the equipment, ambient noise shall be considered too loud to obtain satisfactory sound quality. For "hands-on" training sessions at the equipment, the recording shall be done without sound and the instructor shall dub a detailed narrative onto the recording by a means that will provide sound quality satisfactory to the City. Contractor shall propose a dubbing methodology to the City for approval prior to the first "hands-on" training session. Contractor is not required to video record factory certification training that occurs at the manufacturer's facilities, but shall record any such training that occurs at City facilities.

Label each DVD identifying the session and respective equipment item or system. Multiple sessions of the same instruction program may be contained on the same DVD, but only one equipment item or system shall be recorded on the same DVD. The original and one copy of each DVD shall be submitted to the City within seven days following completion of each respective instruction program and any post-session dubbing. Responsibility for coordinating and providing all equipment, including video recorder and microphones, necessary to satisfactorily record each session, including all associated costs, shall be borne by the Contractor at no additional cost to the City.

***** END OF SECTION *****

SECTION 01700 - CONTRACT CLOSEOUT

1.0 MANUALS

All applicable Manuals shall be submitted to, and approval by the City's Representative obtained, prior to seventy-five (75%) percent of work being completed, or prior to the City taking beneficial occupancy of any equipment or facility. Incomplete or unacceptable Instruction Manuals as determined by the City's Representative shall constitute justification for withholding all or any portion of progress payments.

2.0 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and City, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment, adjustment, and calibration, check oil levels, relubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

3.0 FINAL CLEANING

3.1 FINAL CLEAN UP

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

3.2 Final Building Clean-Up

On all building projects and wherever else applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:

- a. Putty stains and paint shall be removed from glass; glass shall be washed and polished, inside and outside. Care shall be exercised so as not to scratch glass.
- b. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.
- c. Waxed woodwork shall be cleaned and polished.
- d. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.
- e. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.
- f. Fixtures and equipment shall be cleaned, and stains, paint, dirt, and dust shall be removed.

- g. Temporary floor protections shall be removed; floors shall be cleaned, waxed, and buffed.
- h. Dust, cobwebs, and traces of insects and dirt shall be removed.

4.0 PROJECT COMPLETION

4.1 SUBSTANTIAL COMPLETION

Substantial Completion is the date upon which written acceptance by the Owner has occurred stating that the construction of facilities is sufficiently completed in accordance with the Contract Documents, such that specific facilities can be utilized for the purpose for which they are intended, and the Owner thereupon takes beneficial occupancy of each facility.

4.2 FINAL COMPLETION

Final Completion is the date upon which written acceptance by the Owner has occurred stating that the Construction of all remaining Work as required by the Contract Documents, has been completed in accordance with the Contract Documents. The following items as they pertain to all remaining Work of the Project are included in the requirements which shall be completed prior to Final Completion being certified:

- a. Removal and disposal of all non-salvageable materials, and clean-up of the project area.
 - b. Correction of all work deficiencies and/or non-compliance items. The punch list for the entire Contract shall be resolved to the Owner's satisfaction prior to Final Completion.
 - c. Written certification by the Contractor stating that all the above items have been accomplished and a request that the Owner accept the project as having attained "Final Completion."
- A. Submit following Closeout Submittals **upon Substantial Completion or upon completion of the Work** and at least 7 days prior to submitting Application for Final Payment:
- 1. Evidence of Compliance with Requirements of Governing Authorities.
 - 2. Project Record Documents
 - 3. Operation and Maintenance Manuals.
 - 4. Warranties and Bonds.
 - 5. Keys and Keying Schedule.
 - 6. Evidence of Payment and Release of Liens and/or Stop Payment Notices as outlined in Conditions of the Contract.
 - 7. Release of claims as outlined in Conditions of the Contract.
 - 8. Survey Record Documents as specified in Section 01722.
 - 9. Certificate of Final Completion.

4.3 PROJECT RECORD DOCUMENTS

- A. Maintain at Project site, available to the City and Construction Manager, 1 copy of the Contract Documents, shop drawings, and other submittals in good order:

1. Mark and record field changes and detailed information contained in submittals and change orders.
2. Record actual depths, horizontal and vertical location of underground pipes, duct banks, and other buried utilities. Reference dimensions to permanent surface features.
3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits and filled conduits.
5. Provide schedules, lists, layout drawings, and wiring diagrams.
6. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

- B. Maintain documents separate from those used for construction:
 1. Label documents "RECORD DOCUMENTS."
- C. Keep documents current:
 1. Record required information at the time the material and equipment is installed and before permanently concealing.
- D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- E. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.

4.4 PUNCH LIST

When Contractor determines that all work included under this Contract for Phase 2, or a portion thereof, is substantially complete, it shall submit written notice of such finding to the City Representative. Within ten business days of receipt of said notice, City shall indicate a time and place for a "punch list" inspection. During the "punch list" inspection, the City shall inspect Contractor's Work, and within ten business days of the inspection prepare a punch list as a convenience for Contractor for items not completed and work unacceptable to the requirements of the Contract Documents.

Upon receipt of the punch list, Contractor shall undertake all reasonable and timely steps to correct the punch list items to the City's satisfaction. The Contractor shall make a diligent effort to complete all of the Work in conformance with the requirements of the Contract Documents before requesting a punch list. Corrections of items noted on the punch list do not relieve the Contractor from conforming with all requirements of the Contract Documents.

5.0 GUARANTEE

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract, including all work and materials provided by subcontractors or manufacturers of packaged equipment components, will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Substantial Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall execute and submit a completed Warranty Form prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

If a specific item (or items) of equipment or material cannot be utilized by the City at Substantial Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the City is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said replacement items, or the performance of said repair or replacement work.

Within the guarantee period and upon notification of the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the City, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor and its Surety. If, within ten (10) days, unless specified otherwise by the City, after the City gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the City may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor and its Surety. In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor and its Surety.

The City and the Contractor agree that guarantee period on the parts of the work possessed and used by the City in accordance with Paragraph 00700-3.5, City's Right to Use or Occupy, shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further agree that such possession and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Prior to the expiration of the guarantee period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this Section, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

***** END OF SECTION *****

Attachment B to Amendment No. 1
Phase 2 Engineering Services

Task 1: Project Management and Meetings

Hazen's Design Manager will prepare monthly invoicing and status reports showing progress to date, project schedule update, and budget update. The Design Manager will coordinate activities with the design disciplines on a weekly basis throughout the design phase.

Hazen will attend scheduled project coordination meetings with the City's project team over the course of the design. This will include up to three (3) virtual coordination meetings. Hazen will provide an agenda at least one (1) day prior to the meetings and provide meeting minutes within five (5) days of all meetings attended. In addition, Hazen proposes weekly conference calls with the City to provide an update on design progress and discuss any key decision points related to the project.

Task 1 Deliverables

The following deliverables will be provided for Task 1. Deliverables will be provided in electronic format unless otherwise noted.

- Monthly invoices and progress reports
- Meeting agendas, slides, and minutes

Task 2: Not Used***Task 3: Permitting***

Hazen will provide assistance to the City for Permitting with DDW, including preparation of technical reports for the approval of a Domestic Water Supply Permit Amendment. Given that DDW is ultimately responsible for permit issuance, Hazen does not guarantee that the City will receive a permit nor does Hazen guarantee the timing of permit receipt.

Hazen will prepare a draft and final Operations, Maintenance, and Monitoring Plan (OMMP) to submit to DDW. Hazen will also prepare a Startup, Commissioning, and Acceptance Test Plan. Both the OMMP and the startup plan will be reviewed with DDW. Upon completion of startup, Hazen will prepare and Acceptance Test Report to be submitted to DDW.

Task 3 Deliverables

The following deliverables will be provided for Task 3. Deliverables will be provided in electronic format unless otherwise noted.

- Draft and final OMMP
- Final Startup, Commissioning, and Acceptance Test Plan
- Final Acceptance Test Report

Task 4: 100% Plans and Specifications

Hazen will prepare 100% submittals that include plans, specifications, and a draft cost model.

The final project design is anticipated to include the number of drawings listed below.

- Four (4) General Drawings
- Five (4) Civil Site Drawings
- Two (7) Landscape Drawings
- Eight (5) Structural Drawings
- Seven (9) Mechanical Drawings
- Eleven (11) Electrical Drawings
- Seven (5) Instrumentation and Control Drawings
- Three (3) HVAC Drawings

Task 4 Deliverables

The following deliverables will be provided for Task 4. Deliverables will be provided in electronic format unless otherwise noted.

- 100% Design Submittal
 - Bluebeam comment response for addressing City's comments on 60% submittal
 - Plans in electronic PDF form
 - Three (3) full-size sets of printed plans
 - Technical Specifications in electronic PDF form
 - Three (3) sets of printed and bound technical specifications

Task 5: Engineering Services During Construction

Hazen will provide engineering services during construction phase, including:

- Review of up to 80 shop drawings and submittals, including resubmittals.
- Respond to up to a total of 15 Requests for Information.
- Provide revisions to the construction drawings as directed by the City. Assumed a total of 24 hours of design time and 18 hours of engineering time.
- Attend up to 8 construction meetings. Assumed each meeting is 1-hour duration.
- Prepare a final as-built drawings.
- Provide assistance during start-up and testing. Assistance, at a minimum, will include participation by the electrical design engineer and process mechanical engineer. Assumed start-up and testing assistance for a 2-day period.

Task 5 Deliverables

The following deliverables will be provided for Task 5. Deliverables will be provided in electronic format unless otherwise noted.

- As-Built Drawings
 - Plans in electronic PDF form
 - Three (5) full-size sets of printed plans
 - Technical Specifications in electronic PDF form
 - Three (5) sets of printed and bound technical specifications