



CONTRACT DOCUMENTS AND SPECIAL PROVISIONS
FOR
City of Greenfield Police Department Community Room Improvements

JULY 7, 2016

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TABLE OF CONTENTS

SECTION A	BID DOCUMENTS & INFORMATION.....	1
A1	INVITATION TO BID	1
A2	INSTRUCTIONS TO BIDDERS	2
A3	PROPOSAL	9
A4	BID SCHEDULE	11
A5	LISTING OF SUBCONTRACTORS	14
A6	SURETY	15
A7	BIDDER	15
SECTION B	CONTRACT INFORMATION & DOCUMENTS	17
B1	- CONTRACT	i
B2	CALIFORNIA BIDDER'S BOND	3
B3	CALIFORNIA PAYMENT BOND	5
SECTION C	- GENERAL CONDITIONS	7
C1	DEFINITIONS	7
C2	CONTRACT DOCUMENTS	9
C3	THE ENGINEER	10
C4	THE CONTRACTOR AND HIS EMPLOYEES	13
C5	PROGRESS OF THE WORK	19
C6	PAYMENT	22
SECTION D	TECHNICAL SPECIFICATIONS & MODIFICATIONS	27
D1	GENERAL TECHNICAL PROVISIONS	28
D2	TECHNICAL PROVISIONS	32

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SECTION A BID DOCUMENTS & INFORMATION

IMPORTANT NOTICE

- A1 - Invitation to Bid
- A2 - Instructions to Bidders
- A3 - Proposal
- A4 - Bid Schedule
- A5 - Listing of Subcontractors
- A6 - Surety
- A7 - Bidder

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

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A1 INVITATION TO BID

Sealed proposals for the City of Greenfield, **Police Department Community Room Improvement Project** addressed to the City of Greenfield, Civic Center, 599 El Camino Real, Greenfield, CA 93927 ATT: CITY CLERK, will be received at City Hall until **3:00 pm local time on Thursday, August 4, 2016** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered. **A mandatory Pre-Bid Meeting will be held Monday, July 18, at 11:00 AM at the Greenfield City Hall, 599 El Camino Real, Greenfield, CA 93927.**

Description of Work: The City of Greenfield (CITY) shall contract with an independent contractor to furnish & construct all proposed improvements associated with the existing Police Department Community room, including new electrical and mechanical work associated with a new HVAC unit to be installed on the roof, interior electrical and mechanical improvements, new concrete floor and finishes as described in this bid package, and as will be described in the mandatory pre-bid meeting.

The Contract Documents may be examined at City Hall, Civic Center, 599 El Camino Real, Greenfield, California. A copy can be obtained through the City Engineer, MNS Engineers inc. by contacting (805) 331-3553. Plans and specifications shall be available in digital format at no charge. Hard copies can be provided at printing cost plus \$50. If any bidder desires delivery service by Federal Express or UPS, an account number for that bidder must be provided to the Owner. Be advised that all express delivery from the City may take two days, depending on time of day shipped.

Each Bid must be submitted on the prescribed form and accompanied by an original bid security executed on the prescribed form, payable to the City of Greenfield, California, in an amount not less than 10 percent of the amount bid. Photocopy or facsimile copy will **NOT** be accepted.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the Owner in accordance with the provisions of Section 22300 of the Public Contract Code (previous Section 4590 of the California Government Code). Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the

securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code and Section 16430 of the California Government Code.

In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor (and/or subs as required) shall possess a valid Class A – General Engineering Contractor license or appropriate combination of specialty licenses, including C-27 landscaping, at the time that the Bid Proposal is submitted. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of award.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract.

The Owner will award the contract to the lowest responsible bidder whose bid complies with the specification. In determining responsibility, the City will consider the known reliability, resources, experience, integrity, and the reputation for workmanship of the various bidders. The Owner may waive any informalities or minor irregularities in bids received. Compliance with bid specifications shall be determined by the City in the event of a challenge

The Owner has obtained from the Director of the Department of Industrial Relations the prevailing rate of per diem wages for workers to be used on the job. Copies are available on the Internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. The Contractor shall post a copy at the jobsite.

The right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 28 days from the bid opening.

SUSAN STANTON, CITY MANAGER
July 7, 2016

A2 INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Bidding Documents. Bidders shall submit with their PROPOSALS, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is indicated on the accompanying Drawings and specified in applicable parts of these Contract Documents.

3. LICENSING REQUIREMENTS FOR CONTRACTORS

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State for the performance of the work specified in the Contract Documents.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

Information derived from inspection of site will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

LUMP SUM

The Lump Sum Proposal includes some work items that are each submitted on a Unit Price basis. Unit prices shall be submitted in the appropriate places. The total amount to be paid the Contractor shall be

the sum of these items as shown on the bid schedule in the total amount of the Unit Price Proposal as adjusted for additions or deletions resulting from Owner-authorized changes in the project.

6. PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, as required, in BLACK ink. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled-for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The Bidder shall sign his Proposal in the blank space provided thereon. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of-attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

A. CHANGES IN QUANTITIES

The Owner reserves the right to increase or decrease the amount of any contract item of work shown in the Proposal that may be deemed necessary, except that such increases or decreases in amounts shall not be more than 25 percent of the quantities shown on the Drawings and Specifications without a Change Order.

If the total pay quantity of any item of work required under the Contract varies from the Drawings and Specifications by more than 25 percent, in the absence of an executed Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with the Standard Specifications, Sections 4-1.03B(1), 4-1.03B(2), or 4-1.03B(3), as the case may be.

7. SALES AND OTHER TAXES

All taxes, as required by the laws and statutes of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include all taxes, unless provision is made in the Proposal form to separately itemize the taxes.

8. COMPLIANCE WITH LABOR STANDARDS AND RATE OF WAGE REQUIREMENTS.

The work under this Contract is to be paid for by public funds; therefore, minimum prevailing wage rates published by the State Director of Industrial Relations are applicable. The Owner has obtained from the Director of Industrial Relations the Prevailing Wage Rates. Copies are available on the Internet at: <http://www.dir.ca.gov/DLSR/PWD/index.html>.

The Owner does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules.

The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

9. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith, and submitted intact with the volume of specifications containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

10. NAMING OF SUBCONTRACTORS

Bidder shall submit with his Proposal the names and business addresses of each subcontractor who will perform work under this Contract in excess of 1/2 of 1 percent of the amount of the total Proposal, and shall list the portion of the work which will be done by such subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work himself, and further agrees that he is qualified to perform that portion of the work himself.

11. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Bidder or by telegram. If by email or Fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

12. BID SECURITY

Proposals must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the State where the work is located, in an amount not less than 10 percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond in the full amount of the Contract price within the time specified.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

13. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return checks given as bid securities to Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned.

14. AWARD OF CONTRACT

Within 28 calendar days after the opening of Proposals, the Owner will provide written notice of acceptance to one of the Proposals in accordance with BASIS OF AWARD, below. Within ten days of being notified of a pending contract award by the City Council, the lowest responsible bidder will be required to sign the Contract and provide an acceptable Performance Bond, Payment Bond, Maintenance and Warranty Bond, and insurance certificate(s) to the City. In the event of failure of the lowest responsive and responsible Bidder to sign the Contract and provide, the Owner with an acceptable Performance Bond, Payment Bond, Maintenance and Warranty Bond, and insurance certificate(s), the City will award the Contract to the next lowest responsible Bidder. Contract award, if made, will be made within 60 days after the opening of Proposals unless extended by the City for an additional 30 days.

15. BASIS OF AWARD

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. In the event that the City requires a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted, the lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened (See Bid Sheet & Instructions). Once a lowest responsible bidder has been determined, the City may, at its sole discretion, add to or deduct from the contract any of the additive or deductive items. The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

If, at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interests.

16. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving notice of award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable bonds and insurance certificates as required in these Documents. Within 10 working days after receiving the signed Contract with acceptable bonds from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract. **Note that to expedite this work, the City requires execution by the contractor within 3-5 days of award and City shall immediately execute it upon receipt.**

17. BID PROTESTS

Bidder protests must be submitted, in writing within five (5) business days prior to award of contract. Protests will be accepted in person or via mail, either delivery shall be to City of Greenfield, Administrative Service Department, 599 El Camino Real, Greenfield CA 93927. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the Administrative Services Department by telephone, fax, or email.

The written formal protest must contain the following: 1) Identification of the specific City Purchasing Code or other statutory or regulatory provision(s) that the buyer or department is alleged to have violated; 2) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above; 3) A precise statement of the relevant facts that includes dates, timelines and involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days may not be reviewed; 4) An identification of the issue(s) that need to be resolved that support the protest; 5) A statement of the form of relief requested.

If a timely protest is filed, Administrative Services shall notify the involved department(s) and any further action related to the bidding process shall be suspended until a determination is made on the merits of the protest. Administrative Services will conduct an investigation, gather information, prepare documentation of its findings and make a decision as to the protest and so inform the involved department(s). Administrative Services will notify the protest bidder(s), in writing of the results of the investigation, findings and reasons for the action taken.

18. LOCAL PURCHASING PREFERENCE

Consistent with the competitive bidding requirement as specified in the City's Purchasing and Procurement Code, a local preference shall be applied to public works contracts. To qualify for a local preference for public works contracts, a local business provider shall be defined as: (1) Having a current city of Greenfield business license; (2) Having its principal business office established at an office space and not a personal residence located within the tri-county area (Monterey County, San Benito County, Santa Cruz County) and employing at least one full-time employee within the tri-County area; (3) Being current on all city of Greenfield tax, fees, assessments, and fines; (4) Not subject to enforcement action by the city or in litigation with the city; (5) Began doing business within the tri-county area at least two years prior to the city's inviting bids or quotations for the respective project or is a newly established business enterprise which is owned by an individual(s) formerly employed by a local business enterprise, as defined in this section, for at least two years immediately prior to the issuance of either a request for competitive bids or request for qualifications from the city; (6) Submitting a declaration of local business enterprise on a form provided by the city.

In determining the lowest responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a five-percent preference. If application of the five-percent preference results in a responsible, responsive local business enterprise's bid being at or lower than the non-local business enterprise, the contract shall be awarded to the local business enterprise at the local business enterprise's bid amount. If equal bids are submitted by a local business enterprise and a non-local business enterprise after application of the five-percent local preference, the contract shall be awarded to the local business enterprise.

The local preferences for Public Works projects shall not be applicable to: 1) Contracts where the funding or applicable regulations prohibit the use of preferences. 2) Grant agreements where use of a preference is prohibited. 3) Agreements for the design, fabrication or installation of art. 4) Sole source purchases where the supplies, materials or equipment can be obtained from only one vendor or manufacturer. 5) Unique services purchases where the purchasing agent and the city council determine that an unusual circumstance or situation exists that make the application of the local preference contrary to the public interest. 6) Leases, licenses or other interests in property. 7) Cooperative purchasing, 8) Emergency purchases. 9) Purchases where the funding source prohibits the use of preferences.

Any person that submits false information or fails to disclose material information in order to qualify for the local preference pursuant to this article shall: 1) Pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded; and 2) Be prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.

Any person who is sanctioned pursuant to this section may appeal the sanction to the city council. Appeals shall be in writing, shall be submitted to the city clerk within ten days of the date of the sanction, and shall clearly state the basis of the appeal. Grounds not stated in the appeal may not be considered

18. LOCAL HIRING FOR PUBLIC WORKS PROJECTS

Contractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area 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 Monterey Bay Area residents. For the purpose of determining local hiring, qualified individual includes any person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified state or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade. Qualified individuals must be resident of the Monterey Bay Area domiciled immediately preceding the date of the bid advertisement by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as rent/lease agreement, telephone and utility bills or payment bills, a valid California Driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within the Monterey Bay Area. The Monterey Bay Area includes only the counties of Monterey, San Benito and Santa Cruz.

The Local hiring provisions shall not apply 1) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 2) Whenever the City, in accordance with the requirements of Purchase and Procurement Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare or 3) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

A contractor who is submitting a formal bid to the City for a public works project must promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents. A "good-faith" effort means the contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction workforce: 1) Contact local recruitment sources to identify qualified individuals who are Monterey Bay Area residents; 2) Advertise for qualified Monterey Bay Area residents in trade papers and newspapers of general circulation in the Area, unless time limits imposed by City do not permit such advertising; 3) If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose workforce includes Monterey Bay Area residents; and; 4) Develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

Every bidder must complete and sign under penalty of perjury a Certification of Good-faith Effort to Hire Monterey Bay Area Residents, on the form provided in the City's bid package, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certificate documentary evidence supporting bidder's promise to meet or make a good-faith effort to meet the local hiring goal. Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance under this article.

Prior to submitting bids, bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified. Contractors who have been disqualified pursuant to section 3.12.088 of the City's Purchasing and Procurement may not submit bids during the period of disqualification. Any bid received from a bidder who is currently disqualified will be returned to the bidder unopened.

Any subcontractor for work, laborers or materialmen relating to a project subject to this article will be required, in his or her contract with the prime contractor, to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area. A "good-faith effort" means the subcontractor will take actions such as those required of contractors pursuant to section 3.12.083(b) above to recruit and maintain Monterey Bay Area residents as part of subcontractor's workforce. Subcontractor shall maintain documentary evidence of such actions.

17. CONTRACT BONDS

A. PERFORMANCE BOND

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Performance Bond on the form bound herewith in the full amount of the Contract, as security for the faithful performance of the Contract for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of the final acceptance of the work by the Owner.

B. PAYMENT BOND

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Payment Bond of the form bound herewith in the amount of 50 percent of the Contract, as security for the payment of all persons supplying labor and materials for the construction of the work.

C. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond or Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety of the date of execution of the bonds.

D. SURETY

The Surety furnishing these bonds shall have a sound financial standing, have a record of service satisfactory to the Owner, and shall be authorized to do business in the state.

18. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

19. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work is stated in the Proposal.

END OF SECTION

A3 PROPOSAL

NOTE TO BIDDER: Use **BLACK** ink for completing this Proposal form.

To: City of Greenfield Telephone: 831-674-5591
Civic Center, 599 El Camino Real Facsimile: 831-674-3149
Greenfield, CA 93927

Project Title: Greenfield PD Community Room Improvement Project

From: _____
Company Name
Address: _____ / _____ / _____ / _____
Street City State Zip

Bidder's person to contact for additional information on this Proposal:

Name: _____
Title

Telephone: _____ **Facsimile:** _____

E-mail: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the review of the site and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further declares that he has carefully examined the Contract Documents for the performance of the work of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within **90 calendar days** after receiving the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$200 per day** for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder, hereby acknowledges that he has received Addenda No's.

_____/_____/_____/_____/_____/_____/_____/_____.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

+ + + + +

A4 BID SCHEDULE

CITY OF GREENFIELD					
PD Community Room Improvements					
BASE BID SCHEDULE					
ITEM	ITEM DESCRIPTION	UNITS	QTY	UNIT COST (Figures)	TOTAL COST (Figures)
1	Mobilization and Insurance, Demobilization and clean-up	LS	1		
2	PD Community Room Improvements per this bid specification with Scope of Work	LS	1		
TOTAL BASE BID SCHEDULE (In Figures) :					
Additive Alternate Bid Schedule					
3	Install a mid-grade, durable, nylon carpeting with premium pad	SF	1875		

BASE BID SCHEDULE TOTAL (in words): _____

Base Bid Schedule

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, removal, and installation associated with completing the work in place per the plans, specifications and details. In case of conflict or error in calculation, the bid may be considered irregular and may be subject to rejection. The order of precedence shall be: (1) written total (in words); (2) figures; (3) item cost; (4) item unit price.

Basis of Award

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. In the event that the City requires a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted, the lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened. Once a lowest responsible bidder has been determined, the City may, at its sole discretion, add to or deduct from the contract any of the additive or deductive items. The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

If, at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may accept the lowest proposal, reject all Proposals or take such other action as best serves the Owner's interests.

The Budget for this Project is \$150,000.

NAME OF BIDDER:

CONTRACTOR'S LICENSE NO.:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT OF EXPERIENCE OF BIDDERS

The Bidder is requested to state below, or on separate attachment, what project (s) of similar magnitude or character the bidder has completed. Include references with the name and telephone number of a contact person. This statement of experience will enable the City Council to evaluate the Bidders experience, skill and business standing and ability to conduct the proposed project as rapidly and completely as required under the terms of the contract.

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SEE APPENDIX E, "CRITERIA FOR ESTABLISHING RESPONSIBLE BIDDERS"

A5 LISTING OF SUBCONTRACTORS

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as defined by the prime contractor in his or her bid. **The Contractor shall also verify license and DIR Registration No.**

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts in the event that the Bidder is awarded the Contract:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

(Note: Attach additional sheets as required.)

A6 SURETY

If the Bidder is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is

Street City State Zip

A7 BIDDER

The name of the Bidder submitting this Proposal is:

_____ doing business at

Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____, 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Secretary

END OF SECTION

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SECTION B CONTRACT INFORMATION & DOCUMENTS

IMPORTANT NOTICE

Forms B1 through B4 do not need to be complete at the time of bid submittal. It is required that the bidder to whom the contract is awarded completely fill out these documents and submit them within the time period specified.

- B1 - CONTRACT**
- B2 - CALIFORNIA BIDDERS BOND**
- B3 - CALIFORNIA PAYMENT BOND**

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B1 - CONTRACT

CITY OF GREENFIELD



CONTRACT FOR

[Name of Contractor]

Greenfield Police Department Community Room Improvements



Table of Contents

1.	SCOPE OF SERVICES	1
2.	CHANGES TO SCOPE OF SERVICES	1
3.	COMPENSATION.....	2
4.	TIME OF PERFORMANCE.....	2
5.	RESPONSIBILITY OF CONTRACTOR.....	3
6.	RESPONSIBILITY OF CITY	3
7.	INSEPCION OF WORK, CORRECTION	3
8.	INDEPENDENT CONTRACTOR	3
9.	PROVISION OF LABOR, EQUIPEMTN AND SUPPLIES	4
10.	APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL.....	4
11.	TERMINATION	4
12.	ENFORCEMENT FOR NONCOMPLIANCE	5
13.	DISPUTES.....	6
14.	PROPERTY OF CITY	6
15.	CONFLICT OF INTEREST	7
16.	CONFIDENTIAL INFORMATION.....	7
17.	COOPERATION	7
18.	COMPLIANCE WITH LAW	7
19.	NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT	8
20.	PREVAILING WAGES.....	8
21.	ASSIGNMENTA DN SUBSTITUTION.....	8
22.	SUBCONTRACTING	9
23.	LIABILITY OF CONTRACTOR	9
24.	INDEMNIFICATION.....	9
25.	INSURANCE	10
26.	RECORDS.....	10
27.	PATENT, COPYRIGHT	10
28.	LOSS LEADER.....	11
29.	EXHIBITS INCORPORATED.....	11
30.	ENTIRE AGREEMENT	11



31. AMENDMENT.....	11
32. COUNTERPARTS.....	11
33. WAIVER.....	11
34. SEVERABILITY.....	12
35. NOTICES.....	12
36. NOTICE TO PROCEED, PROGRESS, COMPLETION.....	12
37. INDEPENDENT INVESTIGATION.....	12
38. CONSTRUCTION AND INTERPRETATION.....	13
39. MISTAKE OF FACT.....	13
40. GOVERNING LAW.....	13
41. AUTHORITY TO EXECUTE.....	13
CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700.....	15
EXHIBIT A – SCOPE OF WORK.....	A-1
EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT.....	B-1
EXHIBIT C – LISTING OF SUBCONTRACTORS AND KEY PERSONNEL.....	C-1
EXHIBIT D – ITEMS PROVIDED BY CITY.....	D-1
EXHIBIT E – INSURANCE REQUIREMENTS.....	E-1
EXHIBIT F – PROPOSITION 84 SPECIAL REQUIREMENTS.....	F-1
EXHIBIT G – FEDERAL PROCUREMENT REQUIREMENTS.....	G-1



CONTRACTOR SERVICES AGREEMENT
FOR THE
CITY OF GREENFIELD
[NAME OF CONTRACTOR]

THIS AGREEMENT is made and entered into this ___ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (“City”) and [Name of Contractor], (“Contractor”), for the Greenfield Police Department Community Room Improvements Project (“Project”). City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled “Scope of Services,” attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the “Agreement.” Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

- **CITY REQUEST.** The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.
- **APPROVAL OF CHANGES.** Upon agreement between the City and Contractor of such change in scope, including any increase or decrease in the amount of Contractor’s compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of Contractor’s compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.



3. COMPENSATION

- TERMS. Compensation to the Contractor shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.
- NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Contractor. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Contractor at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Contractor for the performance of said services.
- PAYMENT. Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.
- DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Contractor. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.
- ADDITIONAL PERSONNEL. With the approval of City, Contractor may use and bill for additional personnel not specifically named in this Agreement, except such use shall not exceed the amount of compensation named herein without the express written consent of City in accordance with the requirements of this Agreement.

4. TIME OF PERFORMANCE

The services of Contractor are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 12 below, this Agreement shall terminate no later than [REDACTED], unless extended by the mutual agreement of both parties.



5. RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Contractor and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

- Assist Contractor by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.
- Guarantee access to and make all provision for Contractor to enter upon public and private property as required for Contractor to perform its services required by this Agreement.
- Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Contractor.
- Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Contractor shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Contractor and any subcontractor, respectively, until it is so corrected.

8. INDEPENDENT CONTRACTOR

- Contractor enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by Contractor for the performance of services pursuant to this Agreement shall remain employees of Contractor, shall at all



times be under the direction and control of Contractor, and shall not be considered employees of City. All persons employed by Contractor to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Contractor employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

- Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Contractor shall comply with the City's request to monitor performance.
- Contractor shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

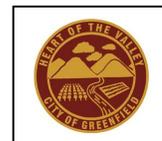
- CONTRACTOR PROPERTY. Contractor shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Contractor in providing these services are the property of Contractor and shall remain the property of Contractor upon termination of this Agreement.
- SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Contractor shall notify City of any changes in Contractor's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.

11. TERMINATION AND SUSPENSION

- TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Contractor shall be entitled to compensation for all necessarily and reasonably incurred



expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

- TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Contractor hereunder should the Contractor negligently or willfully fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Contractor, and the Contractor shall stop all work and services provided under this Agreement on the date and under the terms specified in such written notice of termination. Such termination shall not, however, take effect until Contractor has been given a ten-day (10) opportunity to cure any such default in the performance of duties under this Agreement. In the event Contractor is unable or refuses to cure the breach or default within the specified period, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper, shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If any balance due Contractor is insufficient to reimburse the City for its costs incurred hereunder, the Contractor shall pay to the City the amount of those remaining costs upon demand.
- TERMINATION UPON MUTUAL CONSENT. The City and Contractor may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.
- OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.
- SUSPENSION. The City may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for such reasonable period of time that City determines appropriate for the convenience of the City. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by the City, the costs of Contractor resulting from such unreasonable suspension, delay, or interruption (excluding profit), shall be allowed, and if this results in an increase in the total amount payable under this Agreement, this Agreement shall be modified in writing accordingly. However, no allowance of costs or adjustment to the amount payable under this Agreement shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.



- EFFECTS DURING SUSPENSION AND AFTER TERMINATION. Costs of Consultant resulting from obligations incurred by the Consultant during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs resulting from obligations which were properly incurred by the Consultant before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.

12. ENFORCEMENT FOR NONCOMPLIANCE

- REMEDIES. If the Contractor materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
 2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
 3. Wholly or partly suspend or terminate this Agreement.
 4. Withhold further payments to Contractor.
 5. Take any other remedies that may be legally available.
- HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Contractor an opportunity for a hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

13. DISPUTES

Should a dispute arise between the Contractor and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Contractor hereunder, or whether the Contractor has or is performing its obligations as required hereunder, Contractor shall continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

14. PROPERTY OF CITY

- MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by the Contractor under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Contractor shall have no property right therein whatsoever. City agrees that Contractor



shall bear no responsibility for any reuse of the materials prepared by the Contractor if used for purposes other than those expressly set forth in this Agreement. Contractor shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or reports required by government agencies to enable Contractor to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Contractor will be allowed to retain copies of all deliverables to the City.

- CONTRACTOR TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Contractor in performing this Agreement. Contractor will be allowed to retain copies of all deliverables to the City.

15. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Contract, Contractor shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Contractor agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Contractor and all materials prepared or assembled by Contractor pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties without the prior written approval of the City, except by court order.

17. COOPERATION

City and Contractor shall promptly notify the other party should Contractor or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Contractor each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Contractor and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Contractor or City. However, City's and



Contractor's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.

18. COMPLIANCE WITH LAW

A. The Contractor and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F and Exhibit G. Should the City be fined or have sanctions imposed upon it because of Contractor's or its subcontractor's failure to comply with such requirements, Contractor shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

B. If Contractor becomes aware of a conflict between such laws, regulations or requirements, Contractor shall notify City, in writing, of such conflict, and City and Contractor shall work together cooperatively to resolve the conflict. Under such circumstances, Contractor shall not be liable to City for any fines or sanctions resulting from Contractor's or its subcontractor's failure to comply with such requirements.

19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Contractor shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. PREVAILING WAGES

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the prevailing wage requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.



B. For the purposes of this requirement, "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Contractor shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Contractor to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution, but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONTRACTOR

Contractor shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

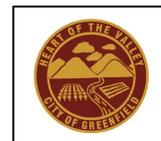
24. INDEMNIFICATION

- INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, defend with counsel



approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection Contractor's sole negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design on a project other than the subject of this Agreement without the written consent of the Contractor.

- INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection Contractor's sole negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement.
- GENERAL INDEMNIFICATION. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Contractor and shall survive the termination of this Agreement.
- INDEMNITY LIMITATION. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.



25. INSURANCE

Contractor shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Contractor, at its sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Contractor shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Contractor in the course of or under this Agreement, that is or may be copyrightable or patentable, the Contractor may retain the entire right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

31. AMENDMENT



This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2) delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Contractor: [CONTACT PERSON]
[Street Address]
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION



Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Contractor agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

38. CONSTRUCTION AND INTERPRETATION

Contractor and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Contractor agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

[NAME OF CONTRACTOR]

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: _____
[Name]
[Title]

Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:

By: _____
Ann Rathbun
City Clerk



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONTRACTOR

[Insert Contractor Name]
[Name]
[Title]



EXHIBIT A
Scope of Work

The Scope of work is contained in the following documents, considered attachments to this Contract for Services:

1. Scope of work including HVAC unit plans for the Greenfield Police Department Community Room Improvement Project Dated [REDACTED], including all issued addendums.
2. All provisions of this Contract.



EXHIBIT B
Compensation and Method of Payment

Base Services – Unit Price Contract. City hereby agrees to pay Contractor a Unit Price Contract amount of _____ DOLLARS (\$_____) for the Base Services as identified in Exhibit A, and as further broken down by Bid items in the Bid Sheet on the Contractor’s Proposal. Contractor shall invoice City based on a percent completion basis of each task identified in the Base Services of Exhibit A based on the following cost allocation by task. Reallocation of funds from one task to another shall be by written amendment to this Agreement only (Approved Contract Change Order).



EXHIBIT C
Listing of Subcontractors and Key Personnel

As described in the Contractor's Proposal



EXHIBIT D
Items Provided by City

Not Applicable

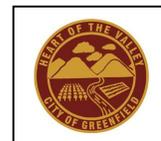


EXHIBIT E Insurance Requirements

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 2 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 Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with **limits no less than \$5,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000 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. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below.
6. Professional Liability (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains higher limits than the minimums shown above, the City of Greenfield requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Greenfield, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's **i n s u r a n c e** (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).



2. For any claims related to this project, Contractor insurance coverage shall be primary insurance as respects the City of Greenfield, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Greenfield, its officers, officials, employees, or volunteers shall be excess of t's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Greenfield.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Greenfield as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City of Greenfield, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Greenfield site.

Claims Made Polices

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, 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 Greenfield for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Greenfield.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Greenfield for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Greenfield with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Greenfield before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor obligation to provide them. The City of Greenfield reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Greenfield is an additional insured on insurance required from

Revised 5/27/16



subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to 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

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Revised 5/27/16



EXHIBIT F

Not Applicable



EXHIBIT G
Federal Procurement Requirements

Not Applicable

B2 CALIFORNIA BIDDER'S BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____.

_____ having its principal place of business at _____

_____ in the State of _____.

And authorized to do business in the State of California (hereinafter called the SURETY). As SURETY, are held and firmly bound unto _____

Hereinafter called the OBLIGEE, in the sum of _____

_____ Dollars (\$ _____)

for the payment of which we bind ourselves, the said PRINCIPAL and the said SURETY, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if said Bid Proposal shall be rejected, or in the alternate, if said Bid Proposal shall be accepted by the OBLIGEE and the PRINCIPAL shall sign and deliver a Contract, in the form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Bid Proposal), and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, or in the event of the failure of the PRINCIPAL to enter into such Contract and give such bond, if the PRINCIPAL shall pay to the OBLIGEE the difference, not to exceed the penalty hereof, between the amount specified in said Bid Proposal and the amount for which OBLIGEE may legally contract with another party to perform the work covered by said Bid Proposal, if the latter amount be in excess of the former.

Then, this obligation shall be null and void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the OBLIGEE may Accept such Bid Proposal, and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____ 20_____.

Principal

By _____

SURETY

By _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

END OF SECTION

B3 CALIFORNIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____.

hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto _____

as OWNER (Obligee), in the sum of:

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto, attached, with the OWNER, dated _____, 20_____, for

That, if said CONTRACTOR, or his heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or for any amounts required to be deducted, withheld, and paid over to the Unemployment Development Department with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an aggregate amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the Court in accordance with Section 3250 of the Civil Code of the State of California.

That, this bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____ J 20_____.

CONTRACTOR

By _____ (SEAL)

Attest

SURETY

By _____ (SEAL)

Attest

APPROVED AS TO FORM: _____, 20_____

OWNER

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

END OF SECTION

SECTION C - GENERAL CONDITIONS

These General Conditions contain contractual-legal Articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period. This part of the Contract Documents is preprinted. Any modifications to the following Articles that are special to the project under consideration will be made in the Supplementary Conditions. Requirements and conditions that have special significance to the Contract for the contemplated work on this project are as set forth in the remaining sections of these Contract Documents.

C1 DEFINITIONS

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT

The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

5. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Specifications, and the Drawings, including all modifications thereof incorporated into the Documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.

6. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

7. DAYS

Unless otherwise specifically stated, the terms "days" will be understood to mean calendar days.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the locations, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The term "Engineer" means the Engineer or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communications delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUIVALENT

The term "or equivalent" (or the term "or equal") shall be understood to indicate that the "equivalent" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such "equivalent" products shall not be purchased or installed by the Contractor without the Engineer's written approval.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See DRAWINGS)

14. SPECIFICATIONS

The term "Specifications" refers to the terms, provisions, and requirements contained herein. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

15. SUBSTANTIAL COMPLETION

"Substantial completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

16. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

C2 CONTRACT DOCUMENTS

17. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Contract. Materials or worked described in words which so applied have a well known technical and trade meaning shall be held to refer to such recognized standards.

18. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. CONTRACT
- B. SUPPLEMENTARY CONDITIONS
- C. INSTRUCTIONS TO BIDDERS
- D. GENERAL CONDITIONS
- E. SPECIFICATIONS
- F. DRAWINGS

Figure dimensions on Drawings shall take precedence over scale dimensions; detailed Drawings shall take precedence over general Drawings.

19. ALTERATIONS

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life or property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, signed or countersigned by the Engineer, or a Change Order from the Engineer stating that the Owner has authorized the deduction, addition, or change, and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alterations, such actions shall not constitute a claim for damages based on loss of anticipated profits.

20. VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

21. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the jobsite, in good order, available to the Engineer and to his representatives.

22. ADDITIONAL CONTRACT DOCUMENTS

The Engineer will furnish to the Contractor on request and free of charge, six copies of the Contract Documents and six sets of full-size Drawings. Additional copies of Contract Documents or Drawings may be obtained on request by paying the actual cost of reproducing the Contract Documents or Drawings.

23. OWNERSHIP OF DRAWINGS

All Drawings, Plans, Specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer.

C3 THE ENGINEER

24. AUTHORITY OF THE ENGINEER

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject work and materials whenever such rejection may be necessary to ensure execution of the Contract in accordance with the intent of the Contract Documents.

25. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation 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.

The Engineer will make decisions, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decisions shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer will be made in compliance with Article ALTERATIONS.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of his 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.

26. REJECTED MATERIAL

Any material condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work by the Contractor at his own expense, and the same shall not be used on the work.

27. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee 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 Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials. The Owner shall reserve and retain all of its rights and remedies at law against the Contractors and its Surety for correction of any and all latent defects discovered after the guarantee period.

28. RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work done or materials 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 Owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

29. LINES AND GRADES

If applicable, Lines and grades shall be established as provided in the Supplementary Conditions. All stakes, marks, and other information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information will be replaced by the Engineer at the Contractor's expense.

30. SHOP DRAWING SUBMITTAL PROCEDURE

The Contractor shall submit, electronically, to the Engineer for his review, such shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Shop drawings shall be submitted in sufficient time to allow the Engineer not less than 20 regular working days for examining the shop drawings.

These shop drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved.

The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmittal in the proper form.

When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the shop drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the Contractor has called attention to such deviations in

writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

Submittals required for this project include: See Section D2 - Scope of Work.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The Contract scope of work includes interior improvements to the Greenfield PD Community Room without detailed architectural plans. The Contractor shall develop any sketches, drawings, plans vendor installation data, etc. as shall be required for their own use for competent installation of the Scope-of-Work improvements in accordance with applicable codes and vendor installation instructions and recommendations. Any installation decisions or review requiring City participation shall be submitted via Request for Information (RFI). RFI's shall be submitted in advance with sufficient lead time as necessary for the City to research and respond appropriately.

C4 THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall perform all work under this Contract as an Independent Agent and shall not be considered as an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

33. SUBCONTRACTING

The Contractor shall not employ any subcontractors that are not properly licensed. Changes of subcontractors listed with the Proposal shall be made only with the approval of the Owner.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

34. INSURANCE AND LIABILITY

SEE EXHIBIT E

35. INDEMNITY

SEE EXHIBIT E

36. TAXES AND CHARGES

The Contractor shall pay all state and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of California and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

37. ORDINANCES, PERMITS, AND LICENSES

The Contractor shall keep himself fully informed of all local ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

38. SUPERINTENDENCY

The Contractor shall keep on the work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under Contract.

39. RECEPTION OF ENGINEER'S DIRECTIONS

The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by the Engineer. Such directions of major importance will be confirmed in writing. Any direction will be so confirmed, in each case, on written request from the Contractor.

40. SANITATION

Sanitary conveniences conforming to state and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the work. The sanitary convenience facilities shall be as approved by the Engineer.

41. EMPLOYEES

The Contractor shall employ only competent, skillful workers to do the work, and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work. SEE CONTRACT

42. REQUIREMENTS OF CALIFORNIA LAW FOR PUBLIC CONTRACTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes of the State of California shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

A. APPRENTICES (IF APPLICABLE)

Section 1773.3 of the California Labor Code requires the Owner to notify the Division of Apprenticeship Standards of award of public work contracts which fall within the jurisdiction of Section 1777.5 of the Labor code.

The Contractor's attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq concerning employment of apprentices by the Contractor and his subcontractors. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this paragraph 42A lies solely with the Contractor. The Owner's policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

In general, Section 1777.5 requires that the Contractor and subcontractors follow specific procedures to determine the number of apprentices that must be employed and, under certain conditions, to contribute to funds established for administration of apprenticeship programs.

Excerpts from the California Labor Code and other information regarding the employment of apprentices on public work may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California or one of its branch offices.

B. LABOR DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES

Attention is directed to the Section 1735 of the Labor Code which states:

"No discrimination shall be made in the employment of persons upon public works because of the 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 California Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter."

Attention is also directed to Section 12940 of the California Government Code which, although not specifically concerned with public works contracts, enumerates unlawful employment practices applicable to all employers in the State of California.

C. HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, \$25 for each workman employed in the execution of the Contract, by him or by any subcontractor under him, for each calendar day during which any workman is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive.

D. PREVAILING WAGES AND PAYROLL RECORDS

SEE CONTRACT.

E. ASSIGNMENT OF CLAIMS

California Government Code Section 4551 requires that the following provision be included in public works contracts:

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

F. TRENCH SAFETY PLAN

In accordance with Section 6705 of the California Labor Code, for trenches 5 feet or more in depth, the Contractor shall submit to and receive from the Owner the acceptance of a detailed plan showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least 5 days before the Contractor intends to begin work on the trenches.

If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

43. EXCAVATION OR TRENCHING PERMIT

For trenches or excavation 5 feet or deeper, the Contractor shall obtain from the Division of Industrial Safety a permit authorizing such construction.

44. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) 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 State 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 Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer 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.

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 Engineer, giving full details and statements of witnesses.

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 Engineer, giving full details of the claim.

45. CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

46. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent property (as provided by law and the Contract Documents). All passageways, guard fences, lights, and other facilities required for protection by state or municipal laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

47. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor,

together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

48. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor, shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

49. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

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 Owner-select equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

50. SEISMIC LOADING DESIGN PROVISIONS

Machinery, equipment, and components such as tanks, piping, and electrical panels, including their supports and anchorages, designed by manufacturers or suppliers, shall be designed in accordance with the provisions of the latest edition of the Uniform Building Code to withstand seismic loads in addition to other loads. Design shall be performed by a licensed professional engineer familiar with seismic design. Submittals shall be certified, by the Design Engineer, that designs are in conformance with the Uniform Building Codes and that all applicable loads, including seismic, have been designed for.

51. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equivalent". The Bidder may, in such cases, for a period of not less than 35 days after award of the contract, submit complete data to the Engineer for consideration for another material, type, or process which shall be substantially equivalent in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Owner or his authorized agent will be the sole judge of the substituted article or material.

52. TESTS, SAMPLES, AND INSPECTIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish

certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, 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 the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of reexamination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

53. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from loss on account thereof.

54. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within 15 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after the time specified in Article PARTIAL PAYMENTS, any sum certified by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit, unless said default has been remedied within said time.

55. CORRECTION OF DEFECTIVE WORK FOUND DURING WARRANTY PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the date of final acceptance of the work or within 1 year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, and Article SUBSTANTIAL COMPLETION DATE, in these General Conditions. The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the project relative to correction of defective work after final acceptance are set forth in the Supplementary Conditions.

C5 PROGRESS OF THE WORK

56. BEGINNING OF THE WORK

Before work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Engineer relative to materials, equipment, and all arrangements for prosecuting the work.

57. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer for review, a progress schedule showing approximately the dates on which each part or division of the work is expected to be started and finished. The progress schedule shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall also forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the correct percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

58. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for inspecting the work in progress.

59. ASSIGNMENT

SEE CONTRACT

60. OWNER'S RIGHT TO DO WORK

If the Contractor should, in the opinion of the Engineer, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Engineer, then the Owner shall notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under the contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

61. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt

payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 7 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

62. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor shall, within 48 hours of the start of the occurrence, give notice to the Owner of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, the Contractor shall give notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract; nor will extension of time be granted for delays to parts of work that are not located on the critical path if the Critical Path Method (CPM) is used for scheduling the work.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner, as stipulated in Article NOTICE OF CLAIM FOR DELAY.

63. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar

day, Sundays and legal holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of Engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or his Surety.

In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

64. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends on the prior acceptable completion of work by others under separate Contract(s), the Contractor shall inspect and promptly report to the Engineer any defects in such work that would adversely affect the satisfactory completion of the work under this Contract. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Contract, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

65. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials, and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

66. SUBSTANTIAL COMPLETION DATE

The Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. "Substantial completion" of an operating facility shall be that degree of completion that will provide a minimum of 7 continuous work days of successful operation in which all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date. See "SUBSTANTIAL COMPLETION" under Article DEFINITIONS, of these General Conditions.

67. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least 1 week in advance of the planned date for testing.

68. OWNER'S USE OF PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

69. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings. Any defective work or material, performed or furnished by the Contractor, that may be discovered by the Engineer before the final acceptance of the work or before final payment has been made, shall be removed and replaced or patched, in a manner as approved by the Engineer at the expense of the Contractor.

70. CLEANING UP

The Contractor shall, at all times, at his own expense, 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. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations.

C6 PAYMENT

71. PAYMENT FOR CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below:

- A. **UNIT PRICES.** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the Contractor and Owner.
- B. **LUMP SUM.** A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

In "A" and "B" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of 30 days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order.

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and subcontractor costs, including labor, material, rentals, approved services, overhead, and profit calculated as specified under "C" below.

C. **FORCE ACCOUNT WORK.** If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including foremen, who are directly assigned to the force account work (actual payroll direct wage cost as established by negotiated labor agreements, except overtime will not be paid for less than 8 hours of work per day.) No other fixed labor burdens will be considered, unless approved in writing by the owner.
2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or his subcontractor.
3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.

To costs under "C". FORCE ACCOUNT WORK", there shall be added the following fixed fees for the Contractor or subcontractor actually performing the work:

- A. A fixed fee of 30 percent of the cost of Item 1 above,
- B. A fixed fee of 15 percent added to the cost of Items 2, and
- C. A fixed fee of 15 percent added to the cost of Items 3 above.

An additional fixed fee of 5 percent shall be allowed the Contractor for the administrative handling of portions of the work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless by written permission from the Owner.

The above added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense, and no additional fees or surcharges shall be allowed.

The Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the Engineer daily extra work report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily extra work report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Said daily extra work report sheets shall be signed by the Contractor or his authorized agent.

To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by the Engineer, detailed and complete documented verification of the contractor's and any of his subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said work has been performed.

No payment will be made for work billed and submitted to the Engineer after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order, as provided in Article ALTERATIONS.

72. PARTIAL PAYMENTS

A. GENERAL

Nothing contained in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments.

B. LUMP SUM PRICE BREAKDOWN

For work to be done for a lump sum price, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown, as agreed upon by the Contractor and Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of the work with a price fairly apportioned to each item. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown will be subject to the approval of the Engineer and, upon request the Contractor, shall substantiate the price for any or all items.

C. ESTIMATE

Before the first working day of each calendar month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

D. DEDUCTION FROM ESTIMATE

Ten percent of the total amount earned for work satisfactorily completed plus 10 percent of the value of approved materials on the jobsite but not yet incorporated into the work will be deducted and retained by the Owner, or the Contractor may elect to substitute securities of equivalent value in accordance with Section 22300 of the Public Contract Code.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the Owner to insure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally-chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the Contract has been completed until at least 45 days after filing by the Owner of a Notice

of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

E. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment.

To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Engineer, at least 7 days prior to the end of said month, a list of such materials. At his sole discretion, the Engineer will approve items for which partial payment is to be made. The Contractor's actual net cost for the materials must be supported by invoices of suppliers. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, 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. PAYMENT

After deducting the retainages and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor 10 days after the last day of said month, except where the Owner is a municipality or other agency whose laws require the approval of each payment by a council or similar body, in which case, the payment shall become due and payable 10 days after the first meeting in the following month scheduled for approval of such payments.

73. CLAIMS (ALSO SEE CONTRACT)

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Contract or not ordered by the Engineer according to provisions of Article ALTERATIONS, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS, or it shall be allowed and paid under a supplemental agreement to be entered into between the parties to the Contract.

74. NOTICE OF CLAIM FOR DELAY

If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner at a particular time, he shall file a notice of claim with the Owner within 7 days of the beginning of the occurrence. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. No claim for additional compensation will be

considered unless the provisions of Article DELAYS AND EXTENSION OF TIME, are complied with, and a notice of claim has been filed with the Owner in writing, as stated above.

75. RELEASE OF LIENS OR CLAIMS

Before the Owner pays the Contractor his final payment for the work, the Contractor shall sign and deliver to the Owner a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limiting the generality of the foregoing) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.

If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

76. FINAL PAYMENT

Upon completion of all of the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. If the work has been completed to the extent of the Contract Documents, the Engineer will recommend acceptance of the completed work and submit a final estimate of the amount due the Contractor under this Contract. Within 10 days following Owner's acceptance of the work, the Owner will file a Notice of Completion with the County Recorder's office. Thirty-five days after the filing of the Notice of Completion, and subject to the Contractor's evidence of compliance with Article RELEASE OF LIENS OR CLAIMS, the Owner will pay to the Contractor all moneys due him under the provisions of these Contract Documents.

77. NO WAIVER OF RIGHTS (ALSO SEE CONTRACT)

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

78. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as agent of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and other relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance and Payment Bond, and other bonds and warranties, as herein provided.

END OF SECTION

SECTION D TECHNICAL SPECIFICATIONS & MODIFICATIONS

- D1 - GENERAL TECHNICAL PROVISIONS**
- D2 - SPECIAL PROVISIONS (TECHNICAL PROVISIONS)**

D1 GENERAL TECHNICAL PROVISIONS

GENERAL RESPONSIBILITIES OF THE CONTRACTOR

D1.1 - SCOPE

The work to be performed under this Contract consists of furnishing, by the Contractor, in accordance with the Scope of Work (SOW), Plans, Specifications and these Technical Provisions and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor, and incidentals necessary for the construction of the proposed project, complete in place.

The scope of work to be accomplished by the Contractor under these specifications shall include, but not limited to, the following general categories of work: Interior mechanical and electrical systems, import of fill and casting of new reinforced concrete floor, glass block wall installation, with finishes and appurtenances as described in the SOW.

D1.2 – EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed Contract, Contract Bonds, and duplicate insurance policy. Failure to comply may result in delays in the processing of the Plans.

1. Name of authorized representative at the jobsite.
2. Address and telephone number where the above person can be reached.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone of the person at that office familiar with the project.

D1.3 – UTILITIES (See Also Special Provisions)

D1.3.1 - SCOPE

Work under this section shall be performed in accordance with the Standard Specifications and shall include the following items:

1. For all utilities such that no damage occurs to any existing facility and all services are maintained at all times in accordance with Standard Specifications Section 8-1.10. The Contractor shall exercise extreme caution during its entire operation so as not to cause any damage to existing facilities. Any damage to existing facilities resulting from the Contractor's work shall be repaired by the Contractor at its own expense to the satisfaction of the City and respective utility holder.
2. For all utilities scheduled for relocation/removal/abandonment, either by the Contractor or by others as designated on the Plans.
3. The Contractor is responsible to accurately locate, by potholing or other suitable methods, all existing utilities and substructures as shown on the Plans and marked out by Underground Service Alert (USA), to prevent damage to such facilities and to identify any conflicts with the proposed work. The cost of utility location shall be included in the price per linear foot for pipelines and no additional compensation will be made by the Agency. With the exception of service connections, potholing for existing utilities not shown on the Plans, but marked out by USA shall be as directed by the Engineer and paid for according to Section 3-3, "Extra Work" of the Standard Specifications and Paragraph 71, "Payment for change orders" of the specifications. The Contractor shall fill all potholes on the same day of excavation, and fully restore all potholes (and any damaged surrounding areas) to their original condition, if no trenching is performed within 10 working days.
4. There will be no other compensation for potholing at any specific location required by the Plans. Neither will showing some specific locations on the Plans relieve the Contractor of the responsibility to pothole as previously mentioned in this Section.
5. The Contractor shall notify the Engineer in writing of any conflicts between existing utilities and the proposed work a minimum of five working days, and 300 feet in advance of the work to provide adequate time and space for any changes to the work needed to avoid unforeseen conflicts. The Contractor shall perform utility location far enough in advance of the work to provide the written notification specified in this section. The written

notification shall include date of utility location; method of utility location; type, size, and material of utility; horizontal location (to the nearest station); depth from existing pavement or ground surface to top and bottom of utility; suspected ownership of utility; and the date on which any conflict with the utility will impact the Critical Path.

6. For existing utilities shown on the Plans or marked out by USA, the Contractor shall not be entitled to an extension of contract time or compensation for delay if direction is provided by the Engineer within five working days from receipt of the Contractor's written notification of the utility conflict. If the Engineer does not provide direction to the Contractor within five working days, an extension of contract time may be granted in accordance with Section 6-6.2 of the Standard Specifications beginning on the sixth working day after receipt of the Contractor's written notification.
7. There shall be five-hour maximum shutdown time of existing water services or mains while making connection. 24 hour notice of shutdown shall be given to all water customers by the Contractor.

D1.3.2 – UTILITY CONTACTS

The known public utilities contacts are:

City of Greenfield (Water & Sewer)	(831) 674-5591
AT&T, Bernie Meister	(805) 434-0939
PG&E, Jose Saldana	(831) 784-3574
Charter Communications, Tim Carr	(408) 640-8030

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities, such as waterlines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

The Contractor shall telephone USA at 1-800-642-2444 a minimum of three working days prior to the start of construction. No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number. For best response, provide as much notice as possible, up to 10 working days.

D1.4 – MOBILIZATION (See Also Special Provisions)

Mobilization shall consist of preparatory work and operations including, but not limited to, insurance, bonds, required permits and fees, shop drawings, submittals, the movement of personnel, equipment, supplies, and incidentals to the project site (mobilization), as-built plans, coordination with other contractors, meetings, moving off the project, and clean up. Mobilization shall additionally include the establishment of any temporary facilities and the submittal of a detailed construction schedule.

Any other costs of work in advance of construction operations and not directly attributable to any specific bid item shall be considered mobilization.

The Contractor, at its own expense, shall obtain permission from property owners fronting this project to store equipment and supplies in front of the private properties whether in or out of the right-of-way. The Contractor shall demonstrate permission to the City in writing either by letter from the owners or by signed consent from them. Construction and stored equipment and supplies shall not obstruct access to the residences or restrict sight distance. The Contractor shall also demonstrate, in writing to the City, permission to construct or encroach on private property.

D1.5 – PROPERTY/ BUSINESS OWNER NOTIFICATION

N/A

D1.6 – SUBMITTALS

The Contractor shall provide the following submittals prior to the preconstruction meeting:

1. Project Schedule
2. Emergency Contact List
3. List of Subcontractors

D1.7 – CONSTRUCTION SCHEDULE AND PROJECT PHASING

Two weeks prior to starting any construction work, the Contractor shall submit to the Engineer for review a project construction schedule in accordance with Section 6-1, "Construction Schedule and Commencement of Work. **See also "Scheduling and Time of Completion" in Special Provisions.**

The Contractor shall phase the work to minimize construction impacts on the neighborhood businesses and residents. The Contractor shall maintain and provide written notices to each business and residence pending street and alley closures as required by these Technical Provisions. **See also "Scheduling and Time of Completion" in Special Provisions.** A separate permit from the City is required for any street closures.

Attention is directed to Traffic Control Section of these Technical Provisions for additional requirements.

D1.8 – WATER POLLUTION CONTROL AND NPDES REQUIREMENTS

N/A

D1.9 – PERMITS

In accordance with Section 7-5 "Permits" , Contractor shall obtain, and keep in force at its cost, all other permits required for the project. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due to the Contractor. The City will work with the contractor to provide a Building Permit and provide building inspection services for this project at no cost to the contractor.

D1.10 – DUST CONTROL

The contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging property, or causing a nuisance to persons living or occupying buildings in the vicinity, or nuisance to normal operation of business in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

D1.11 –ACCESS

The contractor's work shall conform to Greenfield PD operation hours. The contractor shall be restricted to the areas required to perform the work, and in no wise shall be allowed unescorted access to other parts of the Police Department Facility. The contractor shall provide their own lavatory facilities exterior to the building. Access shall generally be through the Sally Port.

D1.12 – CONSTRUCTION SURVEY

If applicable, the Contractor shall provide Construction Staking. Location/Line and grade shall be staked for all improvements, and the survey "cut sheets" shall be provided to the City within 24 hours of field setting, and 2 working days prior to the commencement of any related construction.

The Contractor shall be responsible for complying with the applicable portions of Section 2-9 of the Standard Specifications regarding notification and the preservation of monument and construction survey stakes. Replacement of damaged or disturbed stakes, if required, shall be at the expense of the Contractor.

D1.13 – HOURS OF OPERATION

Unless otherwise approved by the Engineer, the Contractor shall not work outside the following hours of operation on this project:

Weekdays (M T W Th F): 7:00 AM - 6:00 PM, or sundown - whichever is earlier.
Weekends (Sat. & Sun.): No Work.

For Holidays, refer to Section 6-7.2.1 and City of Greenfield website or City Receptionist.

D1.14 – SUBSURFACE DATA & WIND & SIESMIC LOADS

N/A

D1.15 – COOPERATION WITH OTHERS

The Contractor's attention is directed to Sections 5-6, "Cooperation," and 7-7, "Cooperation and Collateral Work," of the Standard Specifications.

D1.16 - Services to be Provided by the CITY

1. CITY review and approval for submittals

D1.17 SITE CLEAN UP

- 6.1 Before the work shall be considered complete, any and all rubbish and unused materials due to or connected with the project shall be removed from the premises and disposed of in a manner satisfactory to the City and in accordance with any and all local, state and federal regulations. SEE ALSO SPECIAL PROVISIONS FOR PROJECT SITE MAINTENANCE REQUIREMENTS.
- 6.2 Private and/or public property disturbed and/or damaged as a result of the performance of the work shall be restored to a condition equal to or better than the condition they were in prior to the commencement of work by the Selected Contractor. This shall be accomplished solely at the expense of the Selected Contractor.
- 6.3 Payment for the Selected Contractor's services may be withheld until such a time as any and all such clean-up has been completed.

D1.18 WRITTEN GUARANTEE

- 7.1 The Selected Contractor shall provide the City with a written guarantee that clearly states all work was performed in accordance with the City's specifications and the standards stipulated herein, and shall guaranteed the work against defects due to premature material failure, faulty workmanship or improper application of materials which may appear for a period of no less than one (1) year following the City's final acceptance of the completed work.
- 7.2 The written guarantee must cover any and all supplies, equipment, material and labor that are necessary to correct any and all defects which may occur during the term of the guarantee.

D1.19 – PAYMENT FOR GENERAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The general duties and responsibilities of the Contractor as described in this section are considered applicable to all the work, and no additional compensation will be made for the work required in this section.

-END OF SECTION-

D2 SPECIAL PROVISIONS

PROPOSED SCOPE OF THE WORK:

This Request for Proposals covers defined elements of work as described in this section. These include the narrative Scope of Work and work Descriptions and Drawings.

The City will act as Project Manager and coordinator for the work.

RFP SCOPE CLARIFICATIONS AND EXCEPTIONS

The Work:

All proposals must adhere to the elements described in this Scope of Work including Drawings. If the bidder recommends additional scope substitutions and/or value engineering alternatives, it should be clearly described in full with the reason for alternative and separate pricing for its inclusion. The City Standards provide the details on many points of the work listed below. All work must comply with the City, County and State standards, including:

Work Parameters

Design

The contractor will be required to follow specifications outlined in this RFP regarding HVAC and other scope items. Any shop drawings/submittals or budgetary changes will require submission and approval by the City prior to construction.

Engineering/Permitting

The Contractor shall perform the work based upon this narrative & itemized Scope of Work, required submittals prepared by the Contractor, and the HVAC plans and specifications provided. There is no comprehensive architectural or interior design plans for this work.

The City Building Department shall review submittals and work with the Contractor to assure compliance with building codes. A building permit is required; however, the fee will be waived for this project.

The Contractor is solely responsible to apply, pay for, and obtain all other permits that may be required for this project, including but not limited to: APCD permits, Trade permits for hauling equipment and any and all other City, State and Federal permits required for the execution of this contract.

In addition, The Contractor is responsible for supplying any submittal documentation necessary for the permitting authorities. This may include, but is not limited to, materials spec sheets with flame spread information and final equipment lists with power distribution documentation.

Construction

The Contractor is responsible for the construction all elements and components of the project as noted in the Scope of the Work. The City reserves the right to review the names of all subcontractors subject to their inclusion on the job.

Fabrication Coordination

Should there be other contracted vendors and or contractors who will be responsible for production and installation in this Scope of Work, the bidder will be required to work closely with other vendors/contractors to coordinate construction, shipping and installation details and schedules, as required.

Shipping and Installation

All components of the exhibitions must be shipped and installed complete by the Contractor. The proposal should indicate the intended means of shipping and any shipping concerns due to exhibit configuration.

Guarantee/Warranty and Service Contract

The successful bidder will be required to guarantee that all work shall remain free of defects for one (1) full year after completion. A one-year service contract should be included in the proposal. Service contracts should cover periodic maintenance and emergency calls as required.

DESCRIPTION OF WORK FOR CONSTRUCTION

Assumptions

- Floor to be concrete.
- Electrical distribution: all overhead, all future wiring shall be overhead.
- Insulation: external walls and ceiling.
- Finishes: Walls: drywall smooth finish, painted; Ceiling: dropped, 12' height min; Floor - durable carpet, padding.
- Square footing: 1875 sf.
- All materials are supplied and installed by the contractor and shall conform to existing energy efficiency code requirements.
- Contractor shall have a waste diversion program (recycle demolished and waste materials) in accordance with City requirements.

Method

Mobilization and Insurance, Demobilization and clean-up

- Verify availability of space in City PD Parking lot for material storage.
- Contractor personnel will need to park their personal vehicles, and other company vehicles not need to perform immediate work/operations offsite. Contractor to provide own portable toilets, main access shall be assumed to be through the Sally Port.
- See Contract for Insurance Requirements.
- Contractor to maintain operations, material lay-down area and work area in a clean and orderly condition throughout the work. All areas used by the contractor, as well as the PD Community room shall be left in clean and serviceable order.

Concrete

- Remove and dispose of elevated wood framed & plywood deck walkway across room;
- Prep ground, add gravel/sand fill to support new finished floor elevation, rebar, concrete;
- Finish with non-slip glaze.
- Existing cables and pipes, in-ground electric box to stay, set to finished floor elevation.

Electric

- Stub out floor box to 100-125 amp sub panel;
- Run circuits (conduit, boxes, electrical receptacles, light switches) around perimeter. Install outlets at floor level; install 4-plex outlets every 12 feet around perimeter of room;
- Install ceiling lighting (Eighty (80) 2X2 Philips PureFX (LED) recessed troffers with drivers throughout, 4000K (per attached). They may be grouped in twos, for appearance of 2x4 fixtures to simplify installation; lighting to be 50-watt warm white Kelvin temperature; wire all to ceiling circuits; wire lighting to wall switches at three entryways. Lights to be on a minimum of two circuits, each with a separate switch at the doorways; install 3 green emergency exit lights, one at each doorway;
- Install outlets (to be 4-plex) 12" above floor level;
- Wire to 3-way switches at entries.

- Install 3 green emergency exit lights at each doorway;

HVAC

- Contractor to field verify power connection point, adequacy of available power. See HVAC notes on the HVAC Plans.
- Install new gas/electric rooftop unit with enthalpy-controlled economizer on existing curb on roof of station;
- Construct or provide transition between existing curb and new unit;
- If required for barometric pressure relief, install rooftop mounted weather cap with motorized damper;
- Contractor shall install a new curb or provide a transition as specified;
- Refer to accompanying HVAC notes, equipment list and drawings.

Fire Sprinkler System

- Extend installed sprinkler heads to protrude through new 12-foot ceiling;
- Connect to existing system.
- Provide a sketch of this installation work for City approval.

Drop-In Ceiling

- Install white grid, 12 feet off finished floor to receive 2X4 waffle panels (existing building has "Certainteed Safetone, Class A CDS-224 BioShield, 2x4x3/4" Nom. Panels. Contractor may propose this or an equivalent);
- Install 1875 square feet of R30 insulation throughout ceiling to be fastened to panels with spray glue
- Provide venting in attic as specified on HVAC plans.

Wall Construction

- Install 2x4 wood studs (12-foot tall) at 16" o.c. around perimeter interior of the building;
- Install electrical as described under item "Electric".
- Install R13 insulation in one exterior wall (west side);
- Apply 5/8" 4 X 12 drywall and tape;
- Apply smooth finish texture to match existing walls throughout building;
- Install 4" rubber baseboards around perimeter.

Window area

- Prep existing window opening, inside and out, to receive new translucent glass block, including removal of and disposal of concrete and other materials from exterior wall as required;
- Remove existing 2 X 12 studs;
- Install a header stretching from cinderblock to cinderblock, sized per standard header table;
- Install translucent 8X8 glass block in window opening. Contractor to provide sample of block and mortar color/type.
- Install and paint any required finish framing (anticipated to be wood) to provide a finished appearance. Material samples to be submitted as applicable.

Paint

- Apply primer on walls;
- Finish walls with satin texture paint, color to be determined. Contractor to provide color samples;
- Paint wood, window, door trim, and interior door surfaces in gloss, color to be determined. Contractor to provide color samples.

Flooring

- Concrete floor shall be finished as final floor surface: polished finish; add non-slip heavy duty glaze to cover. Contractor to provide sample of finish.
- As an additive option, Contractor shall supply and install a mid-grade, durable, nylon carpeting with premium pad. Color to be determined. Contractor shall provide color samples.

NOTES:

Contractor hereby irrevocably assigns to the City any right, title, or interest Contractor now has or may hereafter acquire in, to, and under all Work Product, and to any patent, copyright, trademark, mask work right, or other

proprietary or intellectual property rights or interests in, to, and under such Work Product. The City and its assigns shall be the sole and exclusive owner of all patents, copyrights, trade secrets, mask work rights, and other proprietary or intellectual property right or interest in connection with such Work Product. Contractor agrees to assist the City and its costs, in every proper way to obtain and from time to time enforce patents, copyrights, trademarks, trade secrets, mask work rights, and all other proprietary and intellectual property rights and interests in the Work Product, and to that end Contractor will execute and deliver or procure the execution and delivery of all documents and other papers and materials for use in applying for, obtaining and enforcing such patents, copyrights, trademarks, mask work rights, and other proprietary and intellectual property rights and interests, as the City may request in writing, together with any assignments thereof to the City or persons designated by it.

A Complete set of the existing building plans are available at the Greenfield Civic Center, see contact information at the beginning of this RFP.

END OF SECTION

ABBREVIATION LIST
(NOT ALL USED)

GENERAL TERMS			
AD	Access Door	FA	From Above
(E)	Existing	FB	From Below
(N)	New	FLR / FL	Floor
@	at	FPM	Feet per Minute
-	Foot	FTR	Flue Through Roof
ABV	Above	ID	Inside Diameter
ADJ	Adjacent	MAX	Maximum
AFF	Above Finish Floor	MIN	Minimum
ARCH	Architectural or Architect	MTR	Meter or Motor (context)
BLW	Below	NIC	Not In Contract
CL	Centerline	POC	Point of Connection
CLG	Ceiling	RECIRC	Recirculating
CONC	Concrete	RM	Room
CONN	Connection	SH	Plan Sheet
CONT	Continued	TA	To Above
COORD	Coordinate	TB	To Below
DN	Down	TYP	Typical
ELECT	Electrical	UON	Unless Otherwise Noted
		W/	with

HVAC TERMS

WC or SPWG	Air Volume Control Damper	Ø	Inside Diameter
AMB	Pressure in Inches of Water Column	OA	Outside Air
BTUH	Ambient	OD	Outside Diameter
CD	British Thermal Unit per Hour	RA	Return Air
CFM	Condensate Drain	S	Spring-wound Timer
E	Cubic Feet per Minute	SA	Supply Air
EF	Exhaust	SC	Speed Controller
FLEX	Exhaust Fan	SM	Sheet Metal
FTR	Flexible	T	Thermostat
HS	Flue through Roof	TK	Toe Kick
HSW	Humidistat	TG	Transfer Grille
K or KBTUH	High Side Wall	✱	Undercut Door
LSW	1000 BTU per Hour	✱	1/2" AFF
		✱	Wall Cap
		✱	Wall Cap w/Damper

HVAC EQUIPMENT LIST

ROOFTOP GAS/ELECTRIC HVAC	TRANE "Precedent" Packaged 8-1/2 ton Rooftop Gas/Electric Unit Model YSC102F3EOM**B0A*B101 or equal with MERV 8 filters, Hall Guard, Through the Base Electric Connection, Side Entry Gas Connection, Powered Convenience Outlet, No Communications Interface, Standard Refrigeration System, Fault Detection & Diagnostics, and "Frost" Refrigeration Control. The Unit shall provide 96,000 BTUH heating from an input of 120,000 BTUH for a steady state efficiency of 80%. It shall further provide 102,000 BTUH of total cooling and 77,000 BTUH of sensible cooling at ARI conditions with an EER of 11.2. A belt-drive 2.0 HP 208 VAC, 3Ø, motor shall deliver 3400 CFM against an estimated 0.75" spwg. The Contractor shall prove a transition curb to the existing roof curb if required.
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Although a 208 VAC, 3Ø unit is specified above, the Contractor shall follow the ELECTRICAL REQUIREMENTS paragraph of the Plan Notes.

ECONOMIZER	CANFAB 100% Barometric Relief Down Discharge Economizer Part No. 6143-EC to provide outside air and 100% barometric relief.
THERM	HONEYWELL Programmable Commercial Thermostat Model 2H8320R1003 or equal to provide three-hour override for temporary occupancy, automatic return to programming schedule, seven-day programming, proportional + integral control, WiFi capability, provision for continuous fan operation during occupied periods with fan operation only if heating or cooling is required during non-occupied periods, locking cover, and battery backup to save programming in the event of power failure. Contractor shall set thermostat to operate FAU supply fans continuously when the thermostat believes that the zone is occupied and only if the thermostat calls for heat or cooling when the thermostat believes that the zone is unoccupied.

SMK	NOTIFIER by HONEYWELL "InnovairFlex" Conventional Duct Smoke Detector Model D4120 or equal installed in the supply air plenum to provide remote signals in the event smoke is detected in the supply side of the air handling systems. Contractor shall coordinate with the fire alarm contractor to wire the duct smoke detectors to the fire alarm system.
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AIR TERMINALS	SHOEMAKER Commercial Grade Supply Registers and Return Grilles or equal. Air quantities for individual units are given on the Mechanical Plan. Contractor shall direct the airflow per instructions from Owner's Representative.
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Ident.	Model	Size	Remarks
S-1	903	20" X 8"	Opposed Blade Damper, Wide Deflect.
S-2	"	20" X 18"	Opposed Blade Damper, Wide Deflect.
S-3	MA	12" X 12"	Opposed Blade Damper
S-4	"	14" X 14"	"
R-1	600	36" X 24"	"

ATTIC VENTILATION	The Contractor shall coordinate with the General Contractor to provide ventilation for the attic using the existing roof curb that was intended for an exhaust fan.
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HVAC SYSTEM NOTES

SCOPE

- Provide all labor, equipment, materials, services, and permits to construct a complete heating, air conditioning, and ventilation system for the Police Department Training Room. It is the intention of these specifications that the Mechanical Contractor as applicable (hereafter referred to as "the Contractor") provide complete functioning systems, unless otherwise indicated, including all necessary and customary parts whether or not shown on the plans or called out in the specifications.
- The Contractor shall obtain and pay for all permits and fees for this work unless covered by the General Building Permit obtained and paid for by the General Contractor or City of Greenfield's Representative.
- He shall be responsible for coordination with the General Contractor and all necessary subcontractors and related trades. At each stage of the project the Contractor shall inspect the work for interference with and from the work of other trades. He shall co-ordinate his work through the General Contractor with all other Contractors whose work may impact his work or on whom his work may have an impact.
- Within fifteen (15) days after signing a contract, the Contractor shall provide submittals on all mechanical equipment and materials. He shall clearly note on these submittals or any shop drawings any departure from the drawings and specifications.
- The Contractor shall coordinate with the General Contractor regarding the repair all surfaces cut or damaged during the course of his work to match the original.
- On the completion of work, the Contractor shall prepare two sets of as-built plans showing the full details of all the systems that he installed. Both copies shall be delivered to the Architect or City of Greenfield's Representative within sixty (60) days of the issuance of the final permanent 1 occupancy permit.
- All guarantees for the quality of material installed shall be the responsibility of the Contractor.
- Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of his employees, and the sequencing of construction are also the sole and exclusive responsibility of the Contractor alone.

EQUIPMENT INSTALLATION

- Installation shall meet all local and national codes pertaining to the installation and operation of heating, air conditioning, and ventilation equipment. Unless otherwise required by these standards, the equipment shall be installed in accordance with the equipment manufacturer's recommendations.
- The Contractor shall bid the equipment specified. If "or equal" equipment is proposed as a substitute, it must meet the performance specifications for the equipment listed. The equipment shall receive a recommendation from the Mechanical Engineer and approval from the Architect or City of Greenfield's Representative prior to installation. All requests for substitution shall be furnished with sufficient engineering data to demonstrate that the proposed equipment fully meets all the performance levels of the equipment originally specified. The Contractor shall be responsible for all costs associated with the product research and engineering for structural, electrical, duct sizing, etc. caused by any substitution. A statement of the proposed saving to the City of Greenfield shall be submitted with any request for substitution.
- Units shall be installed to provide the clearance or clearances specified by the manufacturer or required by the authority having jurisdiction.
- All equipment located exterior to the building or on exterior walls shall be installed in locations specified by the Architect or City of Greenfield's Representative provided these locations do not conflict with the requirements of the equipment manufacturer or the authorities having jurisdiction.
- The Contractor shall leave a copy of the equipment manufacturer's installation and operating instructions attached to the equipment after installation and before rough inspection.
- All duct smoke detectors shall be connected to the fire alarm control panel and monitored under a supervisory zone.
- Evaporator coil drains piping shall be run independently using full size piping to the adjacent roof drain.
- All diffusers shall be furnished with a type of frame suitable to the locations where they will be mounted.
- The Contractor shall coordinate with the Painting Contractor to have those visible portions of the interior surfaces of register/grille boots painted a color selected by the Architect or a representative of the Owner or Tenant.
- Mechanical equipment, ducts, and piping shall be protected from damage and the entry of dust & debris to their interior surfaces from arrival on site until final startup.
- The Contractor shall prepare two copies of "OPERATION AND MAINTENANCE INSTRUCTIONS" for the project. As a minimum it shall contain: (1) Operation and Maintenance instructions, for all applicable features, materials, components, & mechanical devices arranged by system; (2) any installation & acceptance certificates; (3) maintenance information for all applicable features, materials, components, & mechanical devices that require routine maintenance for efficient operation; and (4) transferable warranty documents that have been registered in the City of Greenfield's name.

VIBRATION ISOLATION

- Equipment must be mounted level or as specified in its installation instructions.

ELECTRICAL REQUIREMENTS

- Prior to ordering the HVAC unit, the Contractor shall coordinate with the Electrical Contractor to determine: (1) the voltage and phase of the power available at the site, and (2) whether a separate circuit breaker is required at the unit or if remote circuit breaker has been previously installed. Notify the Mechanical Engineer, Architect and City of Greenfield's Representative of the results of this investigation.
- The Contractor shall coordinate with the Electrical Contractor to ensure that all existing wiring and any existing circuit breaker is large enough for the proposed electrical load of the new installation.
- The Contractor shall coordinate with the Electrical Contractor to ensure that all electrical accessories such as motor starters, control relays, circuit breakers, disconnect switches, and service power outlets, etc. required to make a fully functional systems are provided.
- Provide and install low voltage control wiring in conduit installed by the Contractor using methods contained in the Electrical Code. The Electrical Contractor or a licensed electrician shall accomplish all wiring of line voltage.

DUCT SYSTEM DESIGN

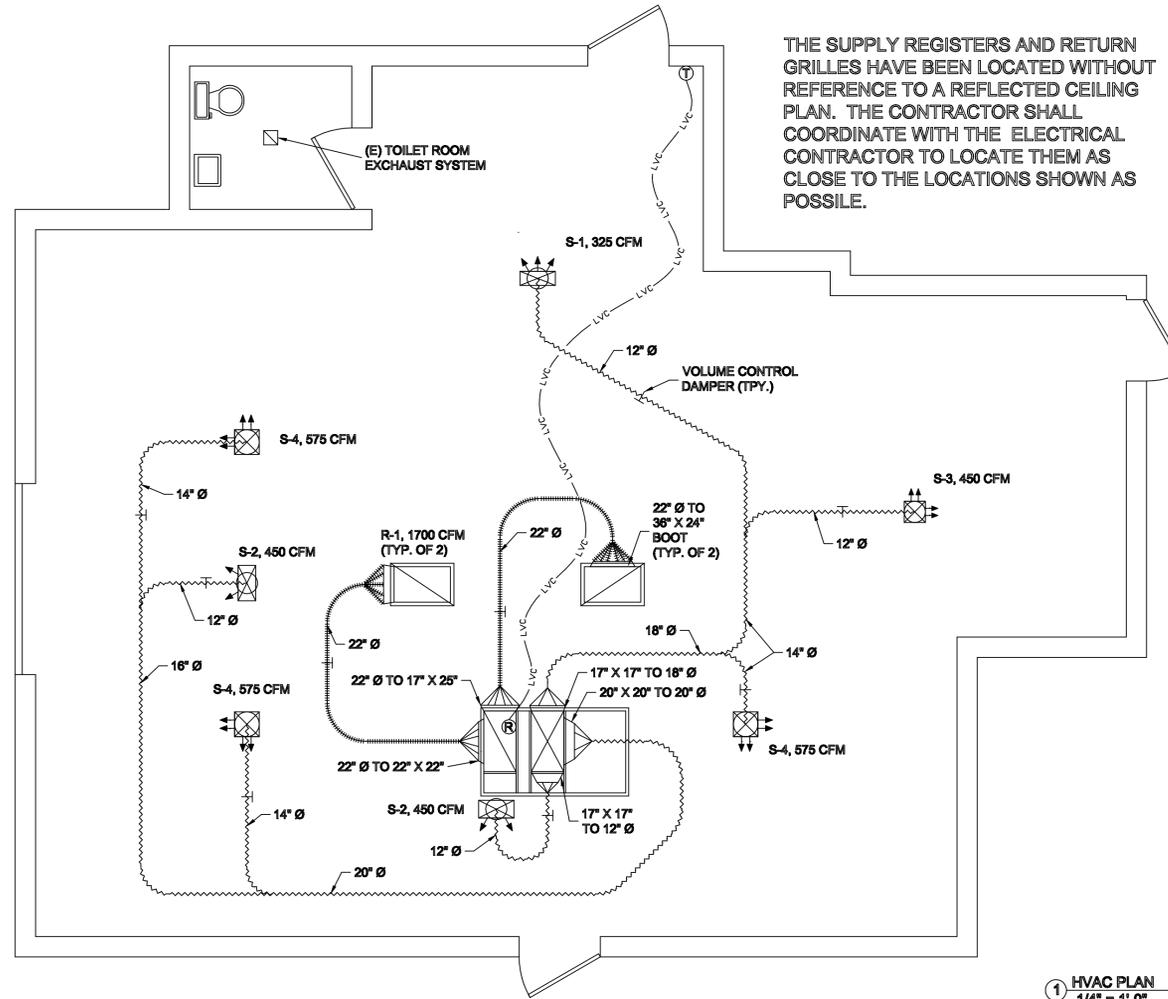
- The duct system shall be installed as shown on the Mechanical Plan. All ductwork, registers, and grilles shall be sized as shown on the plans. Any variation from this layout shall provide the same airflow, velocity and pressure drop as the system shown, and shall have prior approval of the Mechanical Engineer.
- If necessary provide rectangular duct to clear obstructions; provide smooth transitions when the duct shape changes. If rectangular ductwork is required, the equivalent diameter shall be equal to that of the round duct shown on the Mechanical Plan and the longer cross-section dimension of rectangular duct shall not exceed three times the shorter dimension unless specifically approved by the Mechanical Engineer.

DUCT SYSTEM INSTALLATION

- All ductwork shall be constructed, erected, and tested in accordance with the most restrictive of ASHRAE, SMACNA (T20-1509), or the California Codes.
- Care shall be exercised to seal all joints and seams to prevent air leakage.
- Supply and return ducts shall have R-8 insulation.
- Wye branches and diffuser boots shall be insulated on their exterior surfaces. Any insulating material used shall meet the appropriate specifications required by ASTM E-84, C-553, NEPA 90B, and UL 181. Such insulation shall have 100% coverage and be installed in accordance with the manufacturer's instructions.
- Exterior insulation applied to ducts located within the building shall have a flame spread index of not more than 25 and a smoke index not exceeding 50 when tested as a composite installation, including insulation, facing materials, tapes, and adhesives as normally applied.
- Supply and return plenums shall be covered with insulation having a value of R-8. Any insulating material used shall meet the appropriated specifications required by ASTM E-84, C-553, NEPA 90B, and UL 181. Such insulation shall have 100% coverage and be installed in accordance with the manufacturer's instructions.
- Lining materials when installed within ducts shall have mold, humidity, and erosion resistant surfaces meeting the requirements of UL 181.
- Flexible vibration isolation connectors shall be installed in sheet metal ductwork at both the supply and return/air intake plenums; these shall not exceed 10.0 inches in length. Ductwork shall be properly aligned at these connectors without any offset. These connectors are not required when flexible duct is connected directly to the plenum.
- Rigid sheet metal ducts shall be at least the minimum thickness required for their largest dimension or the static pressure to which they shall be subjected.
- Rigid ducts shall be provided with turning vanes or long radius bends both to reduce the pressure loss and to provide a more uniform velocity distribution downstream from the bend.

INDOOR THERMOSTAT

- The indoor thermostat shall be installed level and calibrated as specified by the equipment manufacturer. It shall be mounted 4.0 feet above the floor.



THE SUPPLY REGISTERS AND RETURN GRILLES HAVE BEEN LOCATED WITHOUT REFERENCE TO A REFLECTED CEILING PLAN. THE CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR TO LOCATE THEM AS CLOSE TO THE LOCATIONS SHOWN AS POSSIBLE.

1 HVAC PLAN
1/4" = 1'-0"

CITY OF GREENFIELD
POLICE DEPARTMENT TRAINING ROOM
599 EL CAMINO REAL, GREENFIELD, CA

HVAC PLAN,
EQUIPMENT LIST, &
PLAN NOTES

DATE: 6/7/2016
SCALE: AS NOTED
DRAWN BY: DRJ
JOB: DJME 16003
SHEET
M-1
OF SHEETS

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CONTINUED ON SHEET M-2

