PROPOSED GRAYSON REPOWERING PROJECT

UNIT 9 SEPARATION

SPECIFICATION NO. 3904

CITY OF GLENDALE, CALIFORNIA

ISSUED TO BID
SEPTEMBER 22, 2021

Project Manager: Rostamik Chetin
Address: 800 Air Way, Glendale, CA 91201-3027
Phone: (818) 548-3399
E-Mail: rchetin@glendaleca.gov

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PROJECT DIRECTORY

OWNER: City of Glendale
Glendale Water & Power Department
141 N Glendale Ave, Level 4
Glendale, CA 91206

Contact: Rostamik Chetin, Project Manager
Tel: (818) 548-3399
E-mail: rchetin@glendaleca.gov

CONSULTANTS

Engineer:

Name of Firm:	Black & Veatch
Address:	4600 S. Syracuse Street
	Suite 800
	Denver, CO 80237
Attention:	Michael Fisher or David Welch
Phone:	(720) 834-4225 or (303) 256-4010
E-Mail:	fisherma@bv.com or welchdt@bv.com

NOTICE INVITING BIDS

NOTICE is hereby given that the City of Glendale ("City") will receive sealed Bids, before the Bid Deadline established below for the following work of improvement:

PROPOSED GRAYSON REPOWERING PROJECT UNIT 9 SEPARATION
SPECIFICATION NO. 3904

Bid Deadline: Submit before **2:00 p.m. on Wednesday,** November 10, 2021 ("the Bid Deadline")

Original plus one (1) copy of Bid to be submitted to:
Office of City Clerk
613 E. Broadway, Room 110
Glendale, CA 91206

Bid Opening: 2:00 p.m. on Wednesday, November 10, 2021
City Council Chambers
613 E. Broadway, 2nd Floor
Glendale, CA 91206

NO LATE BIDS WILL BE ACCEPTED.

Bidding Documents Available: September 22, 2021, from the City of Glendale's website by navigating to the Finance Department's Purchasing Section RFP / RFQ / BID Page (https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-bid-page) or by making an appointment to examine a hardcopy at the Glendale Water & Power Department, Electrical Engineering Office, 141 N. Glendale Avenue, Level 4, City of Glendale, CA 91206

Mandatory Pre-Bid Conference:
Date: October 5, 2021
Time: 9:00 AM
Location: Grayson Power Plant (Project Site)
GWP Utility Operations Center - Training Building (meeting location)
901 Fairmont Ave
Glendale, CA 91203

Note: Attendees will be subject to City of Glendale COVID requirements in effect at the time of the meeting. All attendees will be temperature checked and must wear a face covering while indoors or within 6ft of others. People who are feeling unwell should not attend.

City of Glendale Contact Person: Rostamik Chetin, Project Manager
Phone: 818-548-3399
E-mail: rchetin@glendaleca.gov

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder's Statement of Qualifications, each Bid must provide satisfactory evidence that the following requirements have been met:

Safety

Bidder shall have a EMR of less than 1.0 for the past three years of the Bid Deadline.

Work Experience

- Bidder (as the prime contractor) shall have satisfactorily completed at least two (2) prevailing wage public contracts in California of similar magnitude and complexity within the past five (5) years of the Bid Deadline.
- Bidder shall have satisfactorily completed as an Engineer Procure and Construct (EPC) prime contractor providing multi-discipline procurement and construction experience working on new and operating power plants (at least one "new" and one "operating") in California utilizing combustion turbines with each project having a value of at least $2,500,000 within the past five (5) years of the Bid Deadline.

General Scope of Work:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work included in the Bid is defined in the Project Drawings and Specifications and will generally include:

- Separation of Grayson Unit 9 from other plant services that will be demolished, and replacement with alternate services such that Unit 9 can operate independently during the demolition and construction phases of the repowering project.
- Separation of Grayson Units 1-8, which are to be demolished, from plant utilities so that the units can be safely demolished and the utilities can continue to serve Unit 9.
- Relocation of plant utilities that must remain during demolition and construction but must be relocated out of the areas to be demolished.

The Work will be performed in three phases:

- Phase 1 – All Work that can be done while all of the units remain in operation as well as all pre-work for Phase 2.
- Phase 2 – All of the units, including Unit 9 will be shut down. Because all units will be shut down, this Work must be completed within a two-week time period. After Phase 2, only Unit 9 will be capable of operation.
- Phase 3 – Completion of any remaining Work. Such Work cannot impact the operability of Unit 9. Completion of Phase 3 is a prerequisite to the start of demolition which is the subject of a different Request for Proposals.

Other Bidding Information:

1. Bidding Documents: Bids must be made on the Bidder's Proposal form contained herein. Bidding Documents may be obtained at the locations identified on the Notice Inviting Bids where they may be examined by appointment only at the GWP Electrical Engineering Office and/or an electronic copy viewed/downloaded from the City of Glendale website. Bidding Documents (including Drawings and Specifications) are only available at the locations identified on the Notice Inviting Bids.

2. Director's Estimate. An estimate of the preliminary cost of this Work has been prepared. The estimate is in the range of $3,500,000 to $4,500,000.

3. Completion: This Work must be completed within ninety (90) calendar days from the Date of Commencement as established by the City's written Notice to Proceed with the exception that delivery and installation of the backup air compressor may occur later as described in the Scope of Work (Attachment 1).

4. Liquidated Damages: Liquidated damages are to be three thousand dollars ($3,000.00) per calendar day. See Section 4 of the Contract between City and Contractor for terms and conditions relating to contract time and liquidated damages, as well as the General Conditions of Contract.

5. Acceptance or Rejection of Bids. The City reserves the right to reject any and all Bids, to award all or any individual part/item of the Bid, and to waive any informalities, irregularities or technical defects in such Bids and determine the lowest responsible Bidder, whichever may be in the best interests of the City. No late Bids will be accepted, nor will any oral, facsimile or electronic Bids be accepted by the City.

6. Mandatory Pre-Bid Conference and Job Walk. A **mandatory** pre-bid conference and job walk will be held at the project site at 9:00 AM on October 5, 2021 at the GWP Utility Operations Center Training Building, located at 901 Fairmont Ave, Glendale, CA 91203. **Attendees will be subject to the City COVID requirements in effect at the time of the meeting. All attendees will be temperature checked and must wear a face covering while indoors or within 6ft of others. People who are feeling unwell should not attend.**

7. Contractor License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, the Contractor must possess a California contractor license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 *et seq*. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following **license(s): Class A Construction License. In addition, at the Bid Deadline and at all times during performance of the Work, the Bidder or their applicable subcontractor must possess applicable licenses including but not to limited to a C-57 (Well Drilling).** The successful Bidder will not receive a Contract award if the successful Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers after the Contract's award that the Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may cancel the award, reject the Bid, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents.

8. Subcontractors' Licenses and Listing**.** At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor must possess a current and active California contractor license or licenses appropriate for the portion of the Work listed for such Subcontractor and shall hold all specialty certifications required for such Work. When the Bidder submits its Bid to the City, the Bidder must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, the location (address) of the Subcontractor's place of business, California Contractor license number, and portion of the Work). *In addition, the City requires that the Bidder list the dollar value of each Subcontractor's labor or services*. **The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor—without an adjustment of the Bid Amount.**

9. Bid Forms and Bid Security: Each Bid must be made on the Bid Forms obtainable at the location identified on the Notice Inviting Bids. Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Glendale," for an amount equal to ten percent (10%) of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to ten percent (10%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder, within fourteen (14) calendar days after the City's Notice of Award of the Contract, will enter into a valid contract with the City for said Work in accordance with the Contract Documents.

10. Bid Irrevocability. Bids shall remain open and valid for one hundred and eighty (180) calendar days after the Bid Deadline.

11. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

12. Prevailing Wages. This Project is subject to the provisions of California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, has determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

13. California Department of Industrial Relations — Public Works Contractor Registration. The Public Works Contractor Registration Law (California Senate Bill No. 854 - See Labor Code Section 1725.5) requires contractors to register and meet requirements using the online application https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online with a non-refundable fee. More information is available at the following link:

https://www.dir.ca.gov/Public-Works/PublicWorks.html

The City must award public works projects only to contractors and subcontractors who comply with the Public Works Contractor Registration Law.

Notice to Bidders and Subcontractors:

- No contractor or subcontractor may be listed on a Bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. Section 16451(d) for the notice that previously was required for projects monitored by the DIR Compliance Monitoring Unit.)

Furnishing of Electronic Certified Payroll Records to Labor Commissioner. Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Dated this 22nd day of September, 2021, City of Glendale, California

Aram Adjemian, City Clerk of the City of Glendale

INSTRUCTIONS TO BIDDERS

1. CONTRACTOR LICENSE

The Bidder must possess the valid State of California Contractor License(s) in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA

A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Bidding Documents, or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City's representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to City, preferably on the Bidder's Question Form provided at the end of these Instructions to Bidders, not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to City's Contact Person identified in the Notice Inviting Bids. Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record, as defined in Paragraph 3 below. Any Addenda so issued must be acknowledged in the Bid and the cost of performing Work described in the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Drawings or Specifications, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

3. OBTAINING DRAWINGS AND DOCUMENTS

Bidder may secure Bidding Documents ONLY from the locations specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Specifications and who attend and sign in at the Mandatory Pre-Bid Conference and Job Walk ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. BID FORMS – SUBMITTAL

A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in. All forms required to be submitted with the Bid are listed in the Bid Proposal at page F-1.

B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render

it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.

C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and Specification Number and the date and time of the Bid Deadline as they appear on the cover of this Specification book, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.

D. Bids hand delivered, delivered by courier or package delivery service shall be presented to:

City Clerk
City of Glendale
613 E. Broadway, Room 110
Glendale, CA 91206

E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

5. BID FORMS – AUTHORIZED SIGNATURES

The Bidder shall sign the Bid Forms. If the Bid Forms are submitted by a:

A. **Sole Proprietorship,** the signature must be the full name of the individual, whose address must be given.

B. **Partnership,** it must be signed by each partner or accompanied by proof that the person(s) signing is/are authorized to bind the partnership. The name and address of the partnership and the address of person signing must be provided.

C. **Corporation,** it must be signed by an officer. The corporate name must be attested by the corporate seal. A signature other than a corporate officer's will be accepted only if signature authority is conferred in the Incumbency Certificate submitted with the Bid.

D. **Limited Liability Company,** it must be signed by the managing member(s), and the name and address of the limited liability company and the address of each person signing must be provided.

E. **Joint Venture,** it must be signed in accordance with A-D above, based on the applicable situation, and the names and address of the joint venture and the address of each person signing must be provided.

6. BID FORMS – SCHEDULE OF BID PRICES

A. The Bidder shall include in their Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract.

B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which Bidder proposes to supply labor, materials, and equipment and to perform the Work. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the

initials of the person(s) signing the Bid. If any Bid, or portions thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.

C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

D. Post Bid Interviews. The **apparent low, second low, and third low Bidders** may be asked to attend a Post Bid Interview to review the completeness and accuracy of their Bids and qualifications to perform the Work. Upon City's request, such Bidders will be required to submit a detailed phasing plan, a Preliminary Schedule of Values for Payment equal to the Bid price, schedule of submittals, and confirmation of key personnel who will be dedicated to the Project for the duration of the Work. The detailed phasing plan will be reviewed and the qualifications of listed specialty contractors will be discussed. The Schedule of Values for Payment shall include separate line items for direct jobsite general conditions costs, field office overhead, and home office overhead and such other information as the City may require.

7. BID SECURITY

A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311) as surety ("Bid Security").

B. A Bid Bond must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A:VII" or better. A Bid Bond issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. A Bid Bond issued from an admitted surety insurer not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660.

C. Bid Security shall be in an amount not less than 10% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder shall execute the Contract and shall provide the insurance, bonds and other required forms within fourteen (14) calendar days after the City's Notice of Award of the Contract. Bidders will be entitled to return of Bid Security provided, however, that a successful Bidder will forfeit Bid Security in the event that the successful Bidder withdraws its Bid prior to the expiration of one hundred and eighty (180) calendar days after the Bid Deadline; or attempts to withdraw its Bid when the requirements of Public Contract Code Section 5101 *et seq.* are not met; or refuses or fails to execute said Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after the City's Notice of Award of the Contract. In such event, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the lowest responsible Bidder's Bid Security shall be applied to the Contract Price differential between the lowest Bid and the second lowest Bid and the surplus, if any, will be returned to the lowest Bidder. If the City rejects all other Bids presented and re-advertises, the lowest Bidder's Bid Security may be used to offset

the City's cost of re-advertising and receiving new Bids and the surplus, if any, will be returned to the lowest Bidder.

D. The Bid Security shall be held for one hundred and eighty (180) calendar days after Bid Deadline or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, at which time the Bid Security will be returned to all Bidders.

E. If a Bid Bond will be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond must be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.

F. The Bid Bond must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the Bid Bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

G. Any alteration of the form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

8. BIDDER'S AND SPECIALTY CONTRACTOR'S STATEMENT OF QUALIFICATIONS

A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications." Notwithstanding the provisions of Paragraph 22 herein, the Bidder's Statement of Qualifications and financial statements shall not be public records. All information required by a Bidder's Statement of Qualifications shall be completely and fully provided. If no information is to be filled in a blank space, then write "none." Any Bid not accompanied by a Bidder's Statement of Qualifications form completed with all information required may render the Bid non-responsive. If the City determines that any information provided by a Bidder in the Bidder's Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.

B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid including, but not limited to, the experience of the Bidder in performance of the subject work for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

C. Glendale Ordinance No. 5544 adds Chapter 4.14 to the Glendale Municipal Code, 1995, establishing standards of responsibility and grounds for debarment for contractors who bid on public works contracts. Chapter 4.14 applies to all contracts awarded by, executed by or entered into by the City. Each Bidder is advised that the standards of Chapter 4.14 will be strictly enforced by the City.

9. DESIGNATION OF SUBCONTRACTORS

A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide each Subcontractor's name, identify the trade and type of work that the Subcontractor will perform, state the location (address) of the Subcontractor's place of business, and list the Subcontractor's California Contractor license number. **In addition, on the form the Bidder shall list the dollar value of each Subcontractor's labor or services**. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work — or the combination of base Contract Work and Alternate Work — exceeds one-half of one percent of the total Bid Amount.

B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor must possess a current and active California Contractor license appropriate for the portion of the Work listed for such Subcontractor and shall hold all specialty certifications required for such Work. An inadvertent error in listing the California contractor license number of a listed Subcontractor shall not be grounds for filing a bid protest or grounds for considering the Bid nonresponsive if the corrected contractor license number is submitted to the City by the Bidder within 24 hours after bid opening and provided the corrected contractor license number corresponds to the submitted name and location for that listed Subcontractor.

C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors—including, but not limited to—an experience statement with pertinent information as to similar projects and other evidence of qualification for the Subcontractor. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City has reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. **The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor— without an adjustment of the Bid Price.**

D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.

E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

10. CONTRACTOR'S NON-COLLUSION DECLARATION

Using the form provided by the City, the Bidder shall sign, under penalty of perjury, the Contractor's Declaration of Non-collusion, certifying that the Bid is not the result of and has not been influenced by

collusion. Bidder shall submit this form with its Bid. Any Bid made without such declaration, or believed to be made in violation of the requirements set forth in the declaration form, may be rejected.

11. INSURANCE REQUIREMENTS AFFIDAVIT

The Bidder shall submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements Affidavit which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the City's Notice of Award of the Contract. The Bidder shall submit this form with its Bid. Any Bid made without this affidavit, or made with an incomplete affidavit form, may be rejected.

12. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK

A. The Bidder shall examine carefully the site of the Work contemplated and the Drawings and Specifications. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Drawings, Specifications, and other Contract Documents. The Bidder shall ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out their operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All Work and costs involved in the safeguarding of the property of others shall be at the expense of the Bidder to whom the Contract may be awarded.

B. The Bidder hereby certifies that Bidder has examined the local conditions, has read each and every clause of the Contract Documents, and that Bidder has included all costs necessary to complete the specified Work in their Bid prices, and the Bidder agrees that if Bidder is awarded the Contract Bidder will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the Contract. Should the conditions turn out otherwise than anticipated by the Bidder, the Bidder agrees to assume all risks incident thereto.

13. PRICES AND PAYMENTS

Approximate quantities listed in the Notice to Contractors and quantities if listed for unit price items on the Bid Forms, are estimates given for comparing Bids, will be used to determine the lowest bid and for pricing changes to the Work. No claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed Work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the Contract, unless otherwise specifically provided.

14. PERMIT FEES

Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in 1.03 of the General Conditions. Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum and from Bid Alternate prices, if any. The Base Bid sum and Bid Alternate prices shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.

15. SUBSTITUTIONS

Bidders wishing to obtain City's authorization for substitution of a material, product or equipment, shall submit all requests for substitution, on "Substitution Form" (Appendix 5), including all data necessary to demonstrate

acceptability, a minimum of fifteen (15) days prior to the Bid Deadline. Approval of any such substitution shall be made by Addendum issued by the City as described in Paragraph 2 above. Bidders shall refer to the appropriate provisions in the General Conditions for additional requirements for substitutions. In the absence of a written Addendum prior to the Bid Deadline or a Change Order approving the request after Contract award, a request for substitution shall be deemed denied.

16. RETURN OF IMPROPER BIDS

Bids submitted after the Bid Deadline are non-responsive and shall be returned to the Bidder unopened. Oral, telephonic, telegraphic, facsimile or electronically transmitted Bids shall not be considered unless the Notice Inviting Bids expressly permits such means of transmittal.

17. WITHDRAWAL OF BIDS

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code Sections 5100, *et seq.* Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of one hundred and eighty (180) days after Bid Deadline.

18. OPENING AND EVALUATION OF BIDS

A. Bid Opening and Tabulation. The Bids shall be opened and read in public after the Bid Deadline has expired at the time and location listed in the Notice Inviting Bids. A tabulation of all Bids received will be available for public inspection at 141 N. Glendale Avenue, Level 4, Glendale, CA in the Glendale Water & Power Department during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder. If Bid Alternate Items are called for, the lowest Bid shall be determined according to Paragraph 20 below.

B. Evaluation of Bids

1. **Mandatory Qualifications.** A Bid may be rejected as non-responsive if the **Bidder** fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Notice Inviting Bids. As part of the Bidder's Statement of Qualifications (in Section 3 EXPERIENCE, item 3.2), each Bidder must establish that Bidder has the required experience as set forth in the Mandatory Qualifications section of the Notice Inviting Bids for this Project. The City's disqualification of a **Subcontractor** listed for the Work does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price**.**

2. Responsive Bid. A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Documents.

3. Responsible Bidder. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.

4. Competency of Bidders. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in the performance of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of projects, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. AWARD OF CONTRACT

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within one hundred eighty (180) calendar days following the Bid Deadline. City Council meetings are regularly scheduled on Tuesday evenings.

20. BASIS OF AWARD

A. A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.

After the lowest responsive and responsible Bidder is determined, City reserves the right in its sole discretion to select any, all, or none of the Bid Alternates at the time of award of the Contract, regardless of whether such Bid Alternates were used in the analysis to determine the lowest Bid price.

B. In making the determination as to lowest responsive and responsible Bidder, the following criteria will apply:

1. Qualifications of Bidder: The Bidder shall be a qualified Bidder as required in this Paragraph 18(B) and as otherwise required in the Contract Documents.

2. Responsive Bid: The Bidder's Bid shall be responsive to the requirements of the Contract Documents. As stated elsewhere, the City reserves the right to waive any informalities or technical defects of the Bid as the best interests of the City may require.

21. EXECUTION OF CONTRACT

Within fourteen (14) calendar days after the City's Notice of Award of the Contract, Contractor shall deliver to the City the following documents:

A. Three (3) copies of the Contract in the form included herein, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.

B. Properly executed copies of the (a) Performance Bond and (b) Labor and Material (Payment) Bond in accordance with the requirements set forth in Article 13 of the General Conditions and in the form shown on Appendix 1 and 2 attached thereto. All signatures must be notarized.

C. Properly executed proof of insurance in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following Working Day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said three (3) copies to Contractor for their files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as "trade secret," "confidential," or "proprietary," including any Statement of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof. Bidder shall indemnify, defend (including Bidder's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City's refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

A. Prevailing Wage Rates. The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations. Pursuant to California Labor Code Section 1770 *et seq*., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/ and www.wdol.gov/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Section 1773 *et seq*.

B. Apprenticeship Committee Contract Award Information. Pursuant to California Labor Code Section 1777.5 and Title 8 of the California Code of Regulations Section 230, the Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said form to the City.

C. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said form to the City.

D. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

24. ANTI-DISCRIMINATION

It is policy of the City that in connection with all Work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the Work because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability. The Contractor shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, *et seq*.), California Labor Code Section 1735, and The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq*.). The Contractor shall require like compliance by all Subcontractors employed on the Work by such Contractor.

25. BID PROTEST PROCEDURES

A. Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:

1. The Bid protest is in writing;

2. A protest based upon alleged defects or improprieties in the Contract Documents is filed with the City <u>prior</u> to the Bid Deadline;

3. All other protests are filed and received by the City no more than five (5) calendar days following the Notice of Intent to Award the Contract; and

4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the

grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.

B. Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid. The City's decision on the protest will be made by the Director.

C. If a dispute arises out of the City's acceptance of a Bid, the Bidder receiving award of the contract shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages and costs arising therefrom.

BIDDER'S QUESTION FORM
(Please Print or Type)

Fax Bidder's Questions to Glendale Water & Power Department
Attention: Rostamik Chetin, Project Manager
E-mail: rchetin@glendaleca.gov

Project: Proposed Grayson Repowering Project Unit 9 Separation
Specification No.: 3904

Date: _____

Name: _____ Phone: (__) _____

Position: _____ Fax: (__) _____

Firm Name: _____

Address: _____

_____

Drawings Reference (Sheet/Detail): _____

Specifications Reference: (Section/Article): _____

Question: _____

_____

_____

_____

_____

_____

IF CITY DETERMINES A RESPONSE IS NECESSARY, IT WILL BE ISSUED TO ALL INTERESTED BIDDERS BY ADDENDUM.

Note: Please use additional sheets if you need more space for question(s).

BIDDER'S PROPOSAL

The undersigned Bidder submits this Bid in response to the Notice Inviting Bids issued by the City to perform the Work of the following Project in accordance with the Contract Documents:

PROJECT: Proposed Grayson Repowering Project Unit 9 Separation, Specification No.3904

BIDDER'S NAME: _____

Deliver or mail to: Office of City Clerk
City of Glendale
613 E. Broadway, Room 110
Glendale, California 91206

A. **Enclosed herewith this letter** and by this reference incorporated herein and made a part of this Bidder's Bid are the following completed forms:

1. Bidder's Proposal
2. Schedule of Bid Prices with time and materials labor and equipment pricing attached
3. Incumbency Certificate
4. Bid Security in the following form (*check one*):

☐ Cashier's Check ☐ Certified Check ☐ Bid Bond ☐ Cash

5. Bidder's Statement of Qualifications
6. Experience Form
7. Contractor Safety Questionnaire
8. Designation of Subcontractors
9. Contractor's Declaration of Non-collusion
10. Insurance Requirements Affidavit

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of Addenda by placing an "X" by each Addendum received:

Addendum No. 1 ☐
Addendum No. 2 ☐
Addendum No. 3 ☐
Addendum No. 4 ☐
Addendum No. 5 ☐

If an Addendum or Addenda have been issued by the City and not noted above as being received by the Bidder, the Bid may be rejected.

BIDDER'S PROPOSAL

C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document.

D. Bidder hereby certifies that Bidder and their Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies that Bidder has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: _____ Date of Inspection: _____

Title: _____

Name: _____ Date of Inspection: _____

Title: _____

E. Mandatory Pre-Bid Conference. Bidder hereby certifies that Bidder and/or their Representative from Bidder's firm attended the Mandatory Pre-Bid Conference on the date and time established in the Notice Inviting Bids.

MANDATORY PRE-BID CONFERENCE – CERTIFICATION:

Person(s) from your firm who attended the Mandatory Pre-Bid Conference for your firm:

Name: _____

Title: _____

Name: _____

Title: _____

F. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in their Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder's Base Bid sum. Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in Paragraph 1.03 of the General Conditions. Bidder shall **exclude** the cost of Permit Fees from Bidder's Base Bid sum. Base Bid sum shall **include** the cost of administration and coordination of Governmental Approvals and Utility Fees. Bidder agrees that City will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

G. Forfeiture of Bid Security. Bidder further agrees that, in case of their default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Bid shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the Bidding Documents.

BIDDER'S PROPOSAL

H. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than one hundred and eighty (180) calendar days after bid deadline, or until rejected by the City, whichever period is shorter.

I. Bid Dispute Indemnification. In the event of a Bid dispute or protest based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder receiving award of the Contract will be required to indemnify, defend (with counsel acceptable to City), and hold harmless at Bidder's expense, the City, its City Council members, it's agents, employees, and officers from liability, claims, demands, damages, and costs arising therefrom.

J. The California contractor license number listed below has been issued to the undersigned Bidder. This license has not been revoked or suspended and is in full force and effect and authorizes the undersigned Bidder to perform the Work under these Contract Documents. If Bidder is a joint venture and has not yet been issued a license, indicate the license number to be used for the joint venture and attach documentation providing assurances that the license will be issued on or before the award of the Contract.

K. Bidder certifies that before submitting this Bid, Bidder and Bidder's listed subcontractors have met the requirements of the Public Works Contractor Registration Law (California Senate Bill No. 854 - Labor Code Section 1725.5) and have registered with the California Department of Industrial Relations (DIR).

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this _____ day of _____ at _____ , _____
City State

COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

CONTRACTOR LICENSE NO.: _____

LICENSE CLASS: _____ EXPIRATION DATE: _____

DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTOR REGISTRATION NO.: _____ EXPIRATION DATE: _____

TAX IDENTIFICATION NO.: _____

SURETY COMPANY: _____

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder [see Instructions to Bidders]. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL

BIDDER'S PROPOSAL – SIGNATURE(S):
Form of Entity of Bidder:
Please check the appropriate signature block below and fill in all related information.

☐ **Sole Proprietorship:**

By: _____ Title: _____
Printed name of person signing

_____
Signature

☐ **Partnership:** ☐ General Partner ☐ Limited Partner

By: _____ Title: _____
Printed Name of person signing

_____
Signature

☐ **Corporation:**

By: _____ Corporate Officer Title: _____
Printed Name of person signing

_____
Signature

Corporate Seal

☐ **Joint Venture:** ☐ Corporation ☐ Partnership
☐ Individual ☐ Other _____

By: _____ Title: _____
Printed Name of person signing

_____
Signature

BIDDER'S PROPOSAL

☐ **Limited Liability Company:**

By: _____ Title: _____
Printed Name of person signing

_____
Signature

SCHEDULE OF BID PRICES

PROJECT: Proposed Grayson Repowering Project Unit 9 Separation, Specification No. 3904

BIDDER'S NAME: _____

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda, Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to furnish and install everything necessary for and incidental to fully perform the base Contract Work within the time stated in strict accordance with the Contract Documents for the **Base Bid price** of:

_____ Dollars ($ _____)

(written dollar amount) (dollar amount)

Item No.	Work Scope	Total Price
1.	Maintenance and Control Trailers Work	
2.	480 V Temporary Unit 9 Service and Distribution Work	
3.	Natural Gas and Landfill Gas System Work	
4.	Service and Instrument Air Work	
5.	Potable and Fire Water Work	
6.	Well Work	
7.	Process Sewer Work	
8.	Water Treatment Work	
9.	Net Metering System Relocation Work	
10.	Controls, Security Camera, and Telecommunication Work	
11	Balance of Work	

$_____

SCHEDULE OF BID PRICES (continued)

Time and material labor and equipment rates must also be submitted with the Bid Proposal. For the avoidance of doubt, such time and material labor and equipment rates will not be the basis for payment of the Contract Work. However, such time and material and equipment rates may be used to determine payment for Extra Work should that be necessary, subject to the terms of the Contract Documents. Please refer to Section 6.06 of the General Conditions for additional information.

If there is a difference between the amount shown in words for a bid and the amount shown in numbers, the amount in words shall have precedence.

Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid price. Base Bid price shall include the cost of administration and coordination of Governmental Approvals and Utility Fees. The Base Bid price shall include any and all expense or costs that may be necessary to complete the Work in accordance with the Contract Documents, including but not limited to insurance, bonding, taxes, and administration.

Respectfully submitted:

_____

Name of Bidder

INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:	TITLE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies to the City of Glendale that he/she is the duly elected and acting Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 20__.

_____
Secretary's Name-Printed

_____
Secretary's Signature

BID BOND

Bond No.: _____
Premium Amount: $_____
Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:

   Specification No.3904: Proposed Grayson Repowering Project Unit 9 Separation in Glendale, CA. ("Project")

2. In response to the Notice Inviting Bids, _____
   (Name, address, and telephone of Contractor)
   _____ ("Principal"),

   has submitted the accompanying Bid for the Project.

3. Principal is required under the terms of the Specification— and all Bidding Documents referenced in it— to furnish a bond with the Bid.

4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

_____
(Name, address, and telephone of Surety)

_____ ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars ($_____) ("the Bonded Sum"), this amount comprising not less than **TEN PERCENT (10%)** of Principal's Base Bid, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

_____
(Name, address, and telephone)

_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if:

(1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or— if no period is specified— for one hundred and eighty (180) calendar days after the Bid Deadline, or within the time period as agreed to by City and Principal, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code Section 5101 *et seq.*, or any successor legislation, are not met, then this obligation becomes null and void; **or**

(2) City awards Principal the Contract ("Contract") in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents, or— if no period is specified— within fourteen (14) calendar days after the City's Notice of Award of the Contract, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void.

Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.

2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.

3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.

4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:	SURETY:
_____ (Company Name)	_____ (Company Name)
_____ (Signature)	_____ (Signature)
By: _____ (Name)	By: _____ (Name)
Its: _____ (Title)	Its: _____ (Title)
Address for Serving Notices or Other Documents:	Address for Serving Notices or Other Documents:
_____	_____
_____	_____
CORPORATE SEAL	**CORPORATE SEAL**

- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____,

before me, _____(name), a Notary Public for said County, personally appeared (name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of _____, and acknowledged to me that he/she subscribed the name of _____ thereto as principal, and their own name as attorney in fact.

_____
Notary Public

SEAL

BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present name and California contractor license number used for this Bid? _____

1.2.1 Under what other names has your organization operated?

_____

_____

_____

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation/organization: _____

1.3.2 State of incorporation/organization: _____

1.3.3 Corporate ID number: _____

1.3.4 Name of President: _____

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.4.4 List all states in which you are registered and state ID numbers for each:

_____

_____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

_____

_____

_____

2. LICENSING

2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

_____

_____

_____

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

_____

_____

_____

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

_____

_____

_____

3. EXPERIENCE

3.1 List the categories of Work that your organization normally performs with its own personnel.

_____

_____

_____

3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications section of the Notice Inviting Bids for this Project.

3.3 **On a separate sheet**, **list** projects to which your firm or business has been awarded a government contract within the last five (5) years (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).

3.4 **On a separate sheet, list** the experience and present commitments of the key individuals of your organization proposed for this Bid.

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 In the past five years, has your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, or administrative hearing on a matter related to:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ **YES** ☐ **NO**

4.1.2 A vehicle collision or accident involving your firm's employees?

☐ **YES** ☐ **NO**

4.1.3 Damage to real property arising out of your services or operations?

☐ **YES** ☐ **NO**

4.1.4 Employment-related litigation brought by an employee of your firm?

☐ **YES** ☐ **NO**

4.1.5 Payment to a subcontractor or supplier?

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

☐ **YES** ☐ **NO**

4.1.6 Federal Davis Bacon or California Labor Code requirements relating to underpayment of wages, failure to maintain or produce payroll records, failure to use apprentices in appropriate ratios, or failure to maintain workers compensation insurance?

☐ **YES** ☐ **NO**

4.1.7 Defective, deficient, or substandard work?

☐ **YES** ☐ **NO**

If the answer to any question in 4.1.1 to 4.1.7 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

_____

_____

_____

4.2 Has your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

_____

_____

_____

4.3 Are there any pending or outstanding judgments or liens against your firm or any of its owners, partners, officers, or employees?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

_____

_____

_____

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

4.4 In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

4.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ **YES** ☐ **NO**

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

_____

_____

_____

4.6 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ **YES** ☐ **NO**

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

_____

_____

_____

4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

☐ **YES** ☐ **NO**

If **YES**, explain the details of that conviction and, if so, whether you or said officer have served his or her sentence. Attach additional sheets as necessary.

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

4.8 In the past five years, has a government entity determined or concluded that your firm or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures?

☐ **YES** ☐ **NO**

If **YES**, explain. Attach additional sheets as necessary.

4.10 Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls or use apprentices in proper ratios?

☐ **YES** ☐ **NO**

If **YES**, provide the details of such complaint. Attach additional sheets as necessary.

4.11 List all Civil Wage and Penalty Assessments date and dollar amount issued against you or one of your subcontractor by any of the following entities: the California Department of Industrial Relations, a California public entity, or federal public entity, in the last five years and explain how the assessment was resolved. Attach additional sheets as necessary.

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

5. FIRM'S OPERATIONAL STATUS

5.1. In the past seven years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ **YES** ☐ **NO**

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

_____

_____

_____

5.2. In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ **YES** ☐ **NO**

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ **YES** ☐ **NO**

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

_____

_____

_____

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented your firm from bidding on, contracting, or completing a project?

☐ **YES** ☐ **NO**

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

_____

_____

_____

6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that your firm is a "non-responsible" bidder or proposer?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

_____

_____

_____

6.3. Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.4. In the past five years, has any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ **YES** ☐ **NO**

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm form the contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

☐ **YES** ☐ **NO**

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

6.10. In the past five years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

_____

_____

_____

7. INSURANCE AND BONDS

7.1. In the past ten years, has an insurance company or a surety company:

7.1.1. Refused to insure your firm for liability coverage?

☐ **YES** ☐ **NO**

7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ **YES** ☐ **NO**

7.1.3. Refused to issue your firm a bond?

☐ **YES** ☐ **NO**

7.1.4. Canceled or revoked a bond obtained by your firm?

☐ **YES** ☐ **NO**

If the answer to any question in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

_____

_____

_____

7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ **YES** ☐ **NO**

BIDDER'S STATEMENT OF QUALIFICATIONS (continued)

If **YES**, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

_____
_____
_____

8. SURETY

8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

_____
_____
_____

8.2 Name and address of agent:

_____
_____
_____

I, the undersigned, certify and declare that I have read all the foregoing answers to the questionnaire and know the contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct and that this declaration is executed on _____, at _____, _____.
Date City State

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

[END OF DOCUMENT]

EXPERIENCE FORM

PROJECT NAME: Proposed Grayson Repowering Grayson Unit 9 Separation

SPECIFICATION NO. 3904

COMPANY NAME:

******Please use additional sheets if necessary***

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications section of the Notice Inviting Bids for this Project:

- Bidder shall have satisfactorily completed at least two (2) prevailing wage public contracts in California of similar magnitude and complexity within the past five (5) years of the Bid Deadline.
- Bidder shall have satisfactorily completed as an Engineer Procure and Construct (EPC) prime contractor providing multi-discipline procurement and construction experience working on new and operating power plants (at least one "new" and one "operating") in California utilizing combustion turbines with each project having a value of at least $2,500,000 within the past five (5) years of the Bid Deadline.

COMPARABLE PROJECTS

1. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

   _____

2. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

EXPERIENCE FORM

_____

3. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

   _____

4. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

   _____

5. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

EXPERIENCE FORM

_____

6. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

   _____

7. Project Name: _____

   Address: _____

   Date Completed: _____

   Reference / Contact Name: _____

   Reference / Contact Phone No: _____

   Description of work performed: _____

   _____

   _____

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: _____

Primary Type of Work: _____

Person Completing Form: _____

Title: _____ Phone Number: _____

Date: _____

SAFETY PERFORMANCE

1. List your company's Interstate Experience Modification Rating (EMR) for the three most recent years.

   20____ _____
   20____ _____
   20____ _____

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	2018	2019	2020
a. Fatalities	_____	_____	_____
b. OSHA recordable incidents	_____	_____	_____
c. Lost work day incidents	_____	_____	_____
d. Total lost work days	_____	_____	_____
e. Total hours worked	_____	_____	_____

3. For the **apparent low Bidder**, not later than **3:00 p.m**. on the third Working Day following the Bid Deadline and for all other Bidders, not later than **3:00 p.m.** on the third Working Day following the City's request, a Bidder must furnish the City with copies of the following items (a-c):

   a. OSHA 300 logs for the most recent three years and current year-to-date ☐
   b. Verification of ERM from your insurance carrier ☐
   c. Injury/Illness Report ☐

4. Company Safety Contact:

   a. Name _____

   b. Phone_____

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION

a. Do you have a written safety program manual? ☐ **YES** ☐ **NO**
Last revision date: _____

b. Do you have a written safety field manual? ☐ **YES** ☐ **NO**

c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? ☐ **YES** ☐ **NO**

2. POLICY AND MANAGEMENT SUPPORT

a. Do you have a safety policy statement from an officer of the company? ☐ **YES** ☐ **NO**

b. Do you have a disciplinary process for enforcement of your safety program? ☐ **YES** ☐ **NO**

c. Does management set corporate safety goals? ☐ **YES** ☐ **NO**

d. Does executive management review:

- Accident reports? ☐ **YES** ☐ **NO**
- Safety statistics? ☐ **YES** ☐ **NO**
- Inspection reports? ☐ **YES** ☐ **NO**

e. Do you safety pre-qualify subcontractors? ☐ **YES** ☐ **NO**

f. Do you have a written policy on accident reporting and investigation? ☐ **YES** ☐ **NO**

g. Do you have a light-duty, return-to-work policy? ☐ **YES** ☐ **NO**

h. Is safety part of your supervisor's performance evaluation? ☐ **YES** ☐ **NO**

i. Do you have a personal protective equipment (PPE) policy? ☐ **YES** ☐ **NO**

j. Do you have a written substance abuse program? ☐ **YES** ☐ **NO**
If YES, does it include (check all applicable boxes):

☐ Pre-employment testing
☐ Random testing
☐ Reasonable cause testing
☐ Post-accident testing
☐ Panel Screen
☐ Return-to-duty testing
☐ Disciplinary process
☐ Alcohol testing
☐ National Institute on Drug Abuse

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

k. Does each level of management have assigned safety duties and responsibilities? ☐ **YES** ☐ **NO**

3. TRAINING AND ORIENTATION

a. Do you conduct safety orientation training for each employee? ☐ **YES** ☐ **NO**

b. Do you conduct site safety orientation for every person new to the job site? ☐ **YES** ☐ **NO**

c. Does your safety program require safety training meetings for each supervisor (foreman and above)? ☐ **YES** ☐ **NO**
How often?
☐ Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other_____

d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? ☐ **YES** ☐ **NO**
How often?
☐ Weekly ☐ Daily ☐ Other_____

e. Do you require equipment operation/certification training? ☐ **YES** ☐ **NO**

4. ADMINISTRATION AND PROCEDURES

a. Does your written safety program address administrative procedures? ☐ **YES** ☐ **NO**

If YES, check which apply:

☐ Pre project/task planning
☐ Record keeping
☐ Safety committees
☐ HAZCOM
☐ Substance abuse prevention
☐ Return-to-work
☐ Emergency procedures
☐ Audits/inspections
☐ Accident investigations/reporting
☐ Training documentation
☐ Hazardous work permits
☐ Subcontractor prequalification

b. Do you have project safety committees? ☐ **YES** ☐ **NO**

c. Do you conduct job site safety inspections? ☐ **YES** ☐ **NO**
How often?
☐ Daily ☐ Weekly ☐ Monthly ☐ Other_____

If YES, do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? ☐ **YES** ☐ **NO**

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

d. Do you investigate accidents? ☐ **YES** ☐ **NO**
How are they reported?
☐ Total company ☐ By superintendent
☐ By project ☐ By project manager
☐ By foreman ☐ In accordance with OSHA

e. Do you discuss safety at all preconstruction and progress meetings? ☐ **YES** ☐ **NO**

f. Do you perform rigging and lifting checks prior to lifting? ☐ **YES** ☐ **NO**
If YES, are these checks for?
☐ Personnel ☐ Equipment ☐ Heavy lifts (more than 10,000 lbs.)

5. <u>WORK RULES</u>

a. Do you periodically update work rules? ☐ **YES** ☐ **NO**
When was the last update? _____

b. What work practices are addressed by your work rules?

☐ CPR/first aid
☐ Barricades, signs, and signals
☐ Blasting
☐ Communications
☐ Compressed air and gases
☐ Concrete work
☐ Confined-space entry
☐ Cranes/rigging and hoisting
☐ Electrical grounding
☐ Environmental controls and Occupational health
☐ Emergency procedures
☐ Fire protection and prevention
☐ Floor and wall openings
☐ Fall protection
☐ Housekeeping
☐ Ladders and scaffolds
☐ Mechanical equipment/ maintenance/pre-op checks/ operation
☐ Access—entrances/stairs
☐ Respiratory protection
☐ Material handling/storage
☐ Temporary heat
☐ Vehicle safety
☐ Traffic control
☐ Site visitor escorting
☐ Public protection
☐ Equipment guards and grounding
☐ Monitoring equipment
☐ Flammable material handling/storage
☐ Site sanitation
☐ Trenching and excavating
☐ Lockout/Tagout
☐ Energized/pressurized equipmentt
☐ Personal protective equipment
☐ Tools, power and hand
☐ Electrical power lines
☐ Welding and cutting (hot work)
☐ Other _____

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

6. OSHA INSPECTIONS

a. Have you been inspected by OSHA in the last three years? ☐ **YES** ☐ **NO**

b. Were these inspections in response to complaints? ☐ **YES** ☐ **NO**

c. Have you been cited as a result of these inspections? ☐ **YES** ☐ **NO**

If YES, describe the citations (add additional sheets if necessary):

_____

_____

_____

_____

_____

_____

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: _____

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the performance of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for **EACH** Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's California Contractor license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that Contractor is fully qualified to perform that Work himself/herself, and that Contractor shall self-perform that Work. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE

DESIGNATION OF SUBCONTRACTORS (continued)

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Trade and Type of Work to be Performed	Business Location	License Number	Dollar ($) Value

DESIGNATION OF SUBCONTRACTORS (continued)

The Contractor shall not:

A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:

   1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;

   2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

   3. When the listed Subcontractor fails or refuses to perform their subcontract;

   4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;

   5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;

   6. When the listed Subcontractor is not licensed pursuant to the Contractor License Law;

   7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;

   8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or

   9. When the City determines that the listed Subcontractor is not a responsible contractor.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.

C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which their original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in

DESIGNATION OF SUBCONTRACTORS (continued)

writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor that Contractor claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

CONTRACTOR'S DECLARATION OF NON-COLLUSION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

The undersigned, _____declares:

1. I am the _____ (Title of office if a corporation, "sole owner," "Partner," or other proper title) of _____, (hereinafter called "Contractor") who has submitted to the City of Glendale a Bid for the **Proposed Grayson Repowering Project Unit 9 Separation**;
2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
3. The Bid is genuine and not collusive or sham;
4. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid;
5. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding;
6. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder;
7. All statements contained in the Bid are true; and
8. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on this _____ day of _____, at _____,
Month/Year City

_____ .
State

_____
Contractor (Please Print)

_____
Contractor's Signature

_____
Title

INSURANCE REQUIREMENTS AFFIDAVIT

THIS FORM IS TO BE COMPLETED THOROUGHLY BY BIDDER'S INSURANCE BROKER/AGENT AND BIDDER. If Bidder has multiple Brokers/Agents, make copy of form and have each Broker/Agent supply information accordingly.

I, the undersigned (Please check one box) ☐ underwriter ☐ agent, certify that Broker/Agent and Bidder listed below have jointly reviewed the "Insurance Requirements" (EXHIBIT 2) in the Specification Package. If City of Glendale ("City") awards Bidder the Contract for named project, I, Broker/Agent, will be able—within fourteen (14) calendar days after the City's Notice of Award of the Contract to furnish the City with all the required Insurance Certificate(s) and Endorsement(s) as listed in "Insurance Requirements" or Specification Package, Request for Proposal/Request for Qualifications, and/or Professional Services Agreement.

Project Name: _____

Specification Number: _____

NAME OF INSURANCE COMPANY: _____

Broker/Agent Name (Printed): _____

Broker/Agent (Signature): _____

Business Address: _____

City, State, Zip _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Date: _____

BIDDER'S COMPANY NAME: _____

Bidder's Name (Printed): _____

Bidder's Name (Signature): _____

Business Address: _____

City, State, Zip _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Date: _____

[CONTINUED ON NEXT PAGE]

INSURANCE REQUIREMENTS AFFIDAVIT

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

Place a check mark (✓) next to each line of coverage Broker/Agent will provide, and furnish the name of the Carrier next to each coverage:

☑	**Commercial General Liability**	
☑	**Automobile Liability**	
☑	**Workers' Compensation Liability**	
☐	**Professional Liability**	**Not required**
☐	**Pollution Liability**	**Not required**
☐	**Builder's Risk**	**Not required/ City Will Purchase Policy, if required**

NOTE: (1) If this Affidavit is not completed accurately, and/or failure to submit the form, City may declare Bid non-responsive (2) Awarded Bidder's failure to submit the required insurance forms within the 14-day time limit, and/or forms submitted does not fully comply with the Insurance Requirements, City may declare Bidder non-responsive and elect to award the Contract to the next lowest responsible Bidder.

If you have any questions about this form or Insurance Requirements, please contact the City's Risk Management Department, Veronika Padron, at (818) 548-2080.

STANDARD FORM OF
CONTRACT BETWEEN
CITY OF GLENDALE AND CONTRACTOR

This Contract, effective _____, 20_____ ("Effective Date"), is made and entered into at Glendale, California, by and between the CITY OF GLENDALE, a chartered municipal corporation "City" and _____, a ___[Insert State of Incorporation] ("Contractor"), for performance of **Proposed Grayson Repowering Project Unit 9 Separation.**

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents," except for modifications issued after execution of this Agreement, consist of the following documents which are either attached to this Contract as exhibits or are incorporated into it by this reference, with the same force and effect as if set forth at length in this Contract:

SAMPLE

A. This Contract;

B. Governmental Approvals including, but not limited to, permits required for the Work;

C. Exhibit 1 – Index of Drawings, Specifications, [and Reference Documents];

D. Exhibit 2 – Insurance Requirements;

E. Exhibit 3 –Baseline Project Schedule;

F. Exhibit 4 – Preliminary Schedule of Values;

G. Exhibit 5 – Contractor's Certification under Labor Code § 1861 of Labor Code § 3700 Compliance;

H. Exhibit 6 – Information for Contract Notices;

I. Project Drawings;

J. Project Specifications;

K. General Conditions;

L. Special Conditions, if any;

M. Supplementary Conditions, if any;

N. Bidding Requirements; and

O. Bidding Addenda Nos. _____.

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

A. Attachment 4

3. SCOPE OF WORK

Within the Contract Time and for an amount not to exceed the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

SAMPLE

Proposed Grayson Repowering Project Unit 9 Separation

Specification No. 3904

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within ninety (90) calendar days from the Date of Commencement established in City's written Notice to Proceed ("Contract Time"), subject to adjustment in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. For the avoidance of doubt, the delivery, installation, commissioning, and acceptance of the backup air compressor: (i) shall be completed within one hundred and fifty (150) days from issuance of Notice to Proceed; (ii) is not required to be completed for Substantial Completion to occur; (iii) must be completed for Final Completion to occur. The Contract Time may only be adjusted as permitted by this Contract and the General Conditions.

Time is of the essence of this Contract. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of **three thousand dollars ($3,000)** per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions.

Contractor Initial here: _____.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of _____ dollars/no cents ($_____), payable as set forth in the General Conditions ("Contract Sum").

The actual direct cost of all Permit Fees is excluded from the Contract Sum, however Contractor's cost of administration and coordination of all Governmental Approvals and Utility Fees is included in the Contract Sum.

SAMPLE

6. PERMIT FEE REIMBURSEMENT

In accordance with Paragraph 1.03 of the General Conditions, the City shall reimburse Contractor for the documented actual direct cost of Permit Fees, without Allowable Mark-up, in addition to payment of the Contract Sum.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at Glendale, California.

[Contractor's Corporate Seal]

[Contractor]:

By: _____
An Authorized Signatory (Print Name)

By: _____
An Authorized Signatory (Sign Name)

Date: _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

CITY OF GLENDALE:

By: _____
Roubik Golanian, City Manager

Date: _____

REVIEWED BY:

_____ _____
Mark Young Date
General Manager
Glendale Water & Power

APPROVED AS TO FORM:

_____ _____
City Attorney Date

SAMPLE

EXHIBIT 1

INDEX OF DRAWINGS, SPECIFICATIONS, AND REFERENCE DOCUMENTS

Refer to Attachments 1-35

EXHIBIT 2

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Contract, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance must provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance must be in an amount not less than:

(a) ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease;

(b) ONE MILLION DOLLARS ($1,000,000) per employee for bodily injury or disease; and

(c) ONE MILLION DOLLARS ($1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its officers, agents, employees and representatives must be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage must apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, agent, employee, or representative of City (collectively, "City and its representatives"). Coverage must not be limited to the vicarious liability or supervisory role of any additional insured. Coverage afforded to "City and its representatives" must be at least as broad as that afforded to Contractor. If Contractor has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to "City and its representatives." Coverage must not contain a contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:

(a) TEN MILLION DOLLARS ($10,000,000) per occurrence, or the full per occurrence limits of the policy, whichever limit is greater, for bodily injury (including accidental death) to any one person;

(b) TEN MILLION DOLLARS ($10,000,000) per occurrence, or the full per occurrence limits of the policy, whichever limit is greater, for personal and advertising injury to any one person;

(c) TEN MILLION DOLLARS ($10,000,000) per occurrence, or the full per occurrence limits of the policy, whichever limit is greater, for property damage; and

(d) TEN MILLION DOLLARS ($10,000,000) general aggregate limit, or the full aggregate limits of the policy, whichever limit is greater.

2. CGL insurance must include all major divisions of coverage and must cover:

(a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);

(b) Independent Contractor's Protective;

(c) Independent Contractors;

(d) Products and Completed Operations (maintain same limits as above until **five (5)** years after recordation of Notice of Completion);

(e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);

(f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and

(g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, must be at least as broad as any underlying coverage. Umbrella or excess liability coverage must apply on a primary, non-contributory basis for the benefit of "City and its representatives," before the umbrella or excess liability insurer calls upon "City's and its representatives" primary insurance policy, or self-insurance program, or umbrella or excess liability insurance, or any combination of these insurance policies or programs. Coverage must be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There must be no cross liability exclusion and no contractor's limitation endorsement. The policy must have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts must not be less than the following:

(a) <u>FIVE MILLION DOLLARS ($5,000,000)</u> per occurrence for bodily injury (including accidental death) to any one person; and

(b) <u>FIVE MILLION DOLLARS ($5,000,000)</u> per occurrence for property damage; or

(c) <u>FIVE MILLION DOLLARS ($5,000,000)</u> combined single limit.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. At all times during the term of this Contract, Contractor's insurance company must meet all of the following requirements:

1. "Admitted" insurer by the State of California Department of Insurance or be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");

2. Domiciled within, and organized under the laws of, a State of the United States; and

3. Carry an A.M. Best & Company minimum rating of "A-: VII".

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to City's review and approval, in its sole discretion. Any "self-insured retention" must be declared. City reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor shall fully disclose such program to City.

D. Commercial General Liability and Business Automobile insurance policies must be written on an "occurrence" basis and must add the City of Glendale and its officers, agents, employees and representatives as additional insureds.

E. Contractor's Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to "City and its representatives" is excess over Contractor's insurance (whether primary, excess, contingent or self-insurance, or any other basis). "City's and its representatives'" insurance (whether primary, excess, contingent or self-insurance, or any other basis) will not contribute with Contractor's insurance policy or policies.

F. Waiver of Subrogation. Contractor and Contractor's insurance company waives — and shall not exercise — any right of recovery or subrogation that Contractor or the insurer may have against "City and its representatives."

G. Separation of Insureds. Contractor's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability.

H. Claims by Other Insureds. Contractor's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. A liability policy must not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

J. Premiums. City is not liable for a premium payment or another expense under Contractor's policy

K. At any time during the duration of this Contract, City may do any one or more of the following:

1. Review the insurance coverage requirements;

2. Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:

(a) City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under the Contract;

(b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under the Contract; or

(c) The availability, or affordability, or both, of increased liability insurance coverage.

3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of the Contract; or

L. Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.

M. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of the Contract, meets all of these insurance requirements.

N. At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

O. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall:

1. Ensure and verify that the Subcontractor meets, and fully complies with, these insurance requirements. Contractor shall monitor and review all such coverage and assumes all responsibility for ensuring that all required coverage is provided; and

2. Furnish City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both. Failure of City to request copies of the documents does not impose any liability on City, or its employees.

P. Contractor shall provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Q. Contractor's failure to comply with an insurance provision constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of the Contract, or invoke another remedy that the Contract or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the insurance documents listed below and shall deliver the documents at the same time Contractor delivers the Contract to City. City will neither sign the Contract nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final.

B. Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth in this document:

1. "Certificate of Insurance";
2. "Additional Insured Endorsement"; and
3. Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others."

C. Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Glendale, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

D. Required Submittals for Workers' Compensation Insurance. Contractor shall provide City with a certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, the workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code § 3700" form is required.

E. A sample form of the Certificate of Insurance is attached.

SAMPLE INSURANCE CERTIFICATE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

INSURED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
						LIQUOR LIABILITY	$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐				COMBINED SINGLE LIMIT (Each Occurrence)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

By the attached Endorsement(s): The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of– and will not contribute with– this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.

CERTIFICATE HOLDER

City of Glendale
Public Works Department / Engineering Division
633 East Broadway, Room 205
Glendale, California 91206-4388

RE: CITY SPECIFICATION NO.: _____
CITY PROJECT NAME: _____
CITY PROJECT MANAGER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT~~, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

EXHIBIT 3

BASELINE PROJECT SCHEDULE

EXHIBIT 4

PRELIMINARY SCHEDULE OF VALUES

EXHIBIT 5

CONTRACTOR'S CERTIFICATION UNDER LABOR CODE § 1861 OF LABOR CODE § 3700 COMPLIANCE

(WORKERS' COMPENSATION INSURANCE)

Contractor shall execute the following form as required by California Labor Code Section 1861:

1. I certify that:

   - I have read, and I am familiar with, California Labor Code Section 3700 which states in part:

     "Every employer except the state shall secure the payment of [workers'] compensation in one or more of the following ways:

     (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

     (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

   - I am aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

2. I affirm that before starting the Work of this Contract, and at all times while performing the Work, I will comply with the Labor Code provisions. I have a certificate of consent to self-insure, or a certificate of workers' compensation insurance, and I will give it to the City of Glendale before I begin the Work.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at _____, California.

CORPORATE SEAL

CONTRACTOR:

_____
Signature

By: _____
Name

_____
Title of Authorized Signatory

EXHIBIT 6

INFORMATION FOR CONTRACT NOTICES

Notices to Contractor:

_____

_____

_____

Attention: _____

Phone: _____

E-mail: _____

Notices to City:

City of Glendale
Glendale Water & Power Administration
141 N. Glendale Avenue, Level 4
Glendale, CA 91206

Attention: Rostamik Chetin

Phone: 818-548-3399

E-mail: rchetin@glendaleca.gov

GENERAL CONDITIONS

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ARTICLE 1
PRELIMINARY PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

A. **Addenda.** The Addenda or Addendum consist of the written clarifications of the Proposal Requirements, Preliminary Design Documents, or the Contract Documents issued by the City prior to the execution of the Contract.

B. **Admitted Surety Insurer.** A Surety authorized to transact surety insurance in the State of California, as evidenced by a valid Certificate of Authority issued by the California Department of Insurance in accordance with California Insurance Code Section 12070 et seq.

C. **Allowance.** A line item cost estimate established by the City to be carried in the Base Bid sum, Contract Sum, and Schedule of Values for Payment for a particular item of Work, which cannot be sufficiently defined so as to allow the Contractor to adequately determine fair value before the Bid Deadline. Allowances include estimated amounts established by the City for certain Work elements that have not yet been fully designed or authorized for inclusion in the Work or to permit deferred approval or selection of actual materials and equipment to a later date when additional information is available for evaluation.

D. **As-Builts.** The documents prepared by Contractor showing the condition of the Work as actually built, including, without limitation, all changes and the exact locations of all mechanical, electrical, plumbing, HVAC or other portions of the Work that are shown diagrammatically in the Contract Documents.

E. **Base Bid**. The price stated in the Schedule of Bid Prices for which the Bidder offers to perform Work described in the Contract Documents as the base Contract Work (e.g. not designated as part of a Bid Alternate).

F. **Bid.** A complete and properly executed offer by the Bidder on City-prescribed forms to perform the Work for the prices stated in response to the Notice Inviting Bids.

G. **Bid Alternate.** An item of Work described in the Contract Documents as a Bid Alternate and the price the Bidder indicates in the Schedule of Bid Prices form that will be added to or deducted from the scope of Work of the Base Bid which will be the Contractor's responsibility to perform only if the City accepts the Bid Alternate.

H. **Bid Deadline.** The date and time when Bids are due for submission to the City, as established in the Notice Inviting Bids and as may be modified by Addenda.

I. **Bid Forms:** The City-prescribed forms which the Bidder shall complete and use to submit a Bid. The Bid Forms include: (1) Bidder's Proposal; (2) Schedule of Bid Prices; (3) Incumbency Certificate; (4) Bid Bond; (5) Bidder's Statement of Qualifications; (6) Experience Form; (7) Contractor Safety Questionnaire; (8) Designation of Subcontractors; (9) Declaration of Non-Collusion; (10) Insurance Requirements Affidavit; and (11) forms included in the Specification required by the type of project funding (e.g. federal, ARRA, HUD, etc.).

J. **Bidder.** The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Contract Documents or any part thereof.

K. **Bidding Documents.** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of: (1) Notice Inviting Bids; (2) Instructions to Bidders; and (3) Bid Forms. The proposed Contract Documents consist of: (1) the Bidding Requirements; (2) the Contract Between City and Contractor; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Contract; (8) all Modifications issued after the execution of the Construction Contract; and (9) Governmental Approvals, including, but not limited to, permits.

L. **Change Order.** A Change Order is a written document prepared by the City reflecting the agreement between the City and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.

M. **Change Order Request (COR).** A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the City after the effective date of the Contract, which Contractor believes to be a scope change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by Contractor.

N. **City or Owner.** The City of Glendale, California, acting through its City Council or other City officials authorized to act for the City, acting in its proprietary rather than regulatory capacity in connection with the Project.

O. **Construction Change Directive.** A written order prepared and signed by the City directing a change in Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

P. **Contract Documents.** The Contract Documents are enumerated in the Contract between City and Contractor and consist of: (i) the Bidding Requirements; (ii) the Contract; (iii) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (iv) all Exhibits to the Contract; (v) the Drawings; (vi) the Specifications; (vii) all Addenda issued prior to the execution of the Contract; (viii) all Modifications issued after the execution of the Contract; and (ix) Governmental Approvals, including, but not limited to, permits. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Q. **Contract.** The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified on by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. There shall be no third party beneficiaries of the Contract Documents.

R. **Contract Sum.** The total amount of compensation stated in the Contract that is payable to Contractor for the complete performance of the Work in accordance with the Contract Documents.

S. **Contract Time.** The total number of days set forth in the Contact within which Substantial Completion of the Work must be achieved beginning with the Date of Commencement established in the Notice to Proceed, subject to adjustments in accordance with the terms of the Contract Documents. The Contract Time for Contractor's performance of the Work is measured in calendar days (not Work Days).

T. **Contractor.** The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by said City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract as general contractor for performance of the Work.

U. **Correction Period.** Correction Period is synonymous with the terms of the correction guarantee period used in the Contract Documents.

V. **Date of Commencement.** The date for commencement of the Work fixed by City in a Notice to Proceed to Contractor.

W. **Day.** The terms "day" or "days" mean calendar days unless otherwise specifically designated in the Contract Documents.

X. **Director.** The General Manager of the Glendale Water & Power Department of the City of Glendale or their duly appointed representative.

Y. **Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

Z. **Extra Work.** New or unforeseen work will be classified as Extra Work when determined by the City that the work is not described in, or reasonably inferable from, the Contract Documents, the work is not covered by any Bid line item or Allowance, and the work causes Contractor to incur additional and unforeseen costs.

AA. **Final Completion.** Final Completion is the stage of performance of the Work when (1) all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all applicable laws including, but not limited to, correction or completion of all punch list items noted by City upon Substantial Completion; (2) Contractor has delivered to City an Application for Final Payment and all closeout documentation required by the Contract Documents; and (3) documentation of all final Governmental Approvals has been submitted to City including, but not limited to a final Certificate of Occupancy or equivalent Building Department sign-off has been issued covering the entire Project site without exception or conditions.

BB. **Force Majeure.** "Force Majeure" includes but is not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

CC. **Fragnet.** A contemporaneous, fragmentary schedule network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a compensable delay or excusable delay with logic ties to all affected existing activities noted on the schedule.

DD. **Governmental Approval.** Any approval, authorization, inspection, certification, consent, exemption, filing, permit, registration, plan check, ruling or similar authorization required by any federal, state or local law, regulation or procedures in order for Contractor to perform the Work.

EE. **Guarantee.** Assurance to City by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.

FF. **Modification.** A Modification is: (1) a written amendment to Contract signed by both parties; (2) a Change Order; or (3) a Construction Change Directive.

GG. **Notice to Proceed.** The Notice to Proceed is a document issued by the City fixing the date for Commencement for the Work.

HH. **Parties.** The City and Contractor may be referred to in the Contract Documents from time to time as the Parties.

II. **Permit Fees.** The actual direct costs paid by Contractor for Governmental Approvals and Utility Fees.

JJ. **Permit Fees Reimbursement.** A payment made to the Contractor by the City in addition to the Contract Sum to compensate Contractor for the actual direct cost of all Permit Fees.

KK. **Project.** The Project is the total project of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors.

LL. **Project Manual/Contract Package.** The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.

MM. **Record Documents.** The Drawings, Specifications, Addenda, requests for information, bulletins, Change Orders and other modifications to the Contract Documents, approved shop drawings, product data, samples, mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders. Records Documents shall include a set of "As-Built" Drawings and Specifications, which shall be continuously updated during the prosecution of the Work.

NN. **Site.** The physical area designated in the Contract Documents for Contractor's performance of the Work.

OO. **Specialty Contractor.** A contractor whose operations as such are the performance of work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts and as otherwise defined in California Business and Professions Code section 7058.

PP. **Specification.** The Specification is a volume(s) assembled for the Work that includes, without limitation, the Bidding Documents, the Contract and Exhibits, the General Conditions, the Supplementary and/or Special Conditions, if any, and the Specifications.

QQ. **Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services, including, but not limited to, the Project Technical Specifications, Standard Specifications, if any, and any applicable Trade Association Specifications.

RR. **Substantial Completion.** Substantial Completion is defined to mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents as

determined by the City so that the City can occupy and utilize the Work for its intended use (for which a Temporary Certificate of Occupancy ("TCO") has been issued by the City unless a TCO is not required to operate that type of facility) and as further defined in the Contract Documents.

SS. **Unit Price.** A "Unit Price" is a price entered by Bidder in a Bid Form as a price per unit of measurement for payment for installation of for credit for deletion of materials, equipment or services including supervision, overhead and profit for a portion of the Work described in the Bid Form.

TT. **Utility Fees.** The fees charged by any public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, water, gas, oil, petroleum, steam, chemicals, sewage, storm water or similar commodity including, but not limited to fees for temporary utilities and refuse hauling.

UU. **Warranty.** Assurance to City by contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work.

VV. **Work.** The term "Work" means the services required by, and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

WW. **Work Directive.** A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of Work.

XX. **Working Day or Work Day.** The term "Working Day" or "Work Day" means any calendar day except Saturdays, Sundays, and City-recognized legal holidays as described in Section 14.01 below.

1.02 REPRESENTATIVES

A. The Director shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents.

B. The Contractor shall at all times be represented on the Work in person or by a duly designated agent. Instructions and information given by the Director to the Contractor's agent on the Work shall be considered as having been given to the Contractor.

1.03 PERMITS, INSPECTIONS, PLAN CHECKS, AND SIMILAR GOVERNMENTAL APPROVALS AND UTILITIES

A. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to

the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and Utility Fees not listed in the Notice Inviting Bids.

B. The City will reimburse Contractor monthly for the documented actual direct cost paid to governmental agencies or utilities for all Permit Fees according to the payment provisions of the Contract Documents after submission to the City of the Contractor's and/or Subcontractors' original receipts from the governmental entities or utilities ("Permit Fee Reimbursement"). Contractor shall deliver the original receipt to the City's Project Manager with each permit. All Permit Fees shall be separately itemized in each Application for Payment and copies of the receipt(s) and permit(s) must be attached. The Base Bid sum / Contract Sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.

C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.

D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.

E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work.

1.05 ALLOWANCES

A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.

B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.

C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.

D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.

E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contact Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive to deduct the Cost of the unused Allowance item.

1.06 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Director reasonable facilities for obtaining such information as the Director may desire respecting the character of the materials and the progress and manner of the Work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on the various classes of work, and other pertinent data.

1.08 CONTRACT DRAWINGS

The City will accept no responsibility for errors resulting from misinterpretation or scaling of the Drawings.

1.09 SPECIFICATIONS AND DRAWINGS

A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.

B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked “not to scale,” must be brought to the Director’s attention before proceeding with the Work affected by the discrepancy.

D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.

E. For convenience, the Drawings and Specifications are arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the

location or provision in the Drawings and Specifications.

F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up to date approved set.

1.10 PRECEDENCE OF CONTRACT DOCUMENTS.

A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:

1. Governmental Approvals including, but not limited to, permits required for the Work

2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)

3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda

4. Special Conditions, if any

5. General Conditions

6. Specifications

7. Drawings

8. Bidding Requirements

B. With reference to the Drawings, the order of precedence is as follows:

1. Change Order Drawings

2. Addenda Drawings

3. Contract Drawings

4. Project Drawings

5. Standard Drawings

6. Detail Drawings

7. General Drawings

8. Figures

9. Scaled dimensions

C. Within the Specifications, the order of precedence is as follows:

1. Change Orders

2. Special Conditions

3. Project Technical Specifications

4. Standard Specifications, if any

5. Applicable Trade Association Specifications

1.11 NOTICE OF CONFLICTS

If the Contractor, in the course of the Work, becomes aware of any claimed conflicts, errors or omissions in the Contract Documents or in the City's fieldwork or work of City's separate contractors, the Contractor shall immediately notify the Director in writing. The Director shall promptly review the matter, and if the Director finds a conflict, error or omission, the Director shall determine the corrective actions and advise the Contractor accordingly. If the correction associated with a conflict, error or omission increases or decreases the amount of Work called for in the Contract, the City shall issue an appropriate Change Order in accordance with the Contract Documents. After discovery of an error or omission by the Contractor, any related additional work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Director.

1.12 REPORTS

A. Daily Reports: The Contractor shall prepare a daily report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. List of other contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

Immediately upon discovery of a difference between field conditions and the Contract Documents, the Contractor shall prepare and submit a detailed report through a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for a remedy.

The Daily Report must be: signed by Contractor's Superintendent, submitted within 24 hours (next Working Day) to the Director, and shall be made available to others as directed by City.

1.13 LINES, GRADES, AND MEASUREMENTS

A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or their employees, they must be reset to the satisfaction of the Director, at the Contractor's expense.

B. The Contractor shall inform the Director 48 hours (two Work Days) in advance of the times and places at which the Contractor intends to Work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

C. No direct payment will be made for the cost to the Contractor of any of the Work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.14 RIGHT OF WAY

A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.

B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, trees and landscaping, and for any damage that may result from their use of City property.

C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for their operations, Contractor shall make arrangements with the property owners for the use of such additional areas at their own expense.

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

In the event the Contractor requires space for the storage and/or staging of materials, supplies, equipment, stockpiling of debris, or any other needs required for operations, Contractor shall acquire at their own expense such areas as they may desire. For properties within the City of Glendale, the staging area must be enclosed at Contractor's expense with construction fencing covered with a mesh screen to limit visibility to the site. Approval of the Neighborhood Services Department is required to ensure that private properties with code enforcement problems are not used. Private property used for storage of material or debris shall be restored to a legal condition with regard to appearance and maintenance upon conclusion of the project. Property should be graded and free of weeds and debris when project is completed.

[END OF ARTICLE]

ARTICLE 2
PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing said Work and the materials used shall comply with the requirements of the Contract Documents. All Work shall be performed and completed as required in the Contract Documents, and subject to the approval of the Director, or their designated assistant.

2.02 NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties or obligation under this Contract or their interest therein in whole or in part without the prior written consent of the City which may be withheld at the City's sole discretion.

2.03 STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any Work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both Work and materials will meet fully the requirements of the Contract Documents.

2.04 DEFECTIVE WORK

Within the time periods that the City specifies, the Contractor shall correct all deficient, improperly executed, or unsatisfactory Work determined by the City.

The Contractor shall remove and shall repair or replace, at their own expense any part of the Work that is deficient, improperly executed, or unsatisfactorily executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to remove, repair, or replace such defective Work, prior to the City's acceptance of the Work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and their sureties shall be liable therefor. (See Paragraph 2.15 for curing defects after acceptance of the Work.)

2.05 CITY'S RIGHT TO CARRY OUT THE WORK

A. Notwithstanding other remedies available to the City, if the Contractor defaults, fails to perform Work required by the Contract Documents, or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within a **48 hour** period after receipt of written notice from the City to commence and correct such default, failure to perform, or neglect with diligence and promptness, the City, at its sole discretion and without obligation, may, with its own or outside forces, perform the Work Contractor has failed to perform and/or replace or correct deficiencies in the Work. In such case, a Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the cost of completion, replacement or correction of such deficiencies, including compensation for additional services by the City's project management staff, the Architect, and their respective consultants made necessary by such default, failure to perform, or neglect, plus 15% for City's overhead expenses. If payments then or thereafter due the Contractor are not sufficient

to cover such amounts, the Contractor shall pay the difference to the City immediately. This remedy is cumulative.

B. The City also has the right, but not the obligation, to self-perform or have outside forces perform portions of the Work previously assigned to Contractor. In such case a Change Order or Construction Change Directive shall be issued, reducing the Contract Sum by the Unit Price(s) applicable to such deleted Work or, in the absence of Unit Prices, an amount that reflects the reasonable cost of performing such deleted Work and the Allowable Mark-Up applicable to such deleted Work.

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

A. Notices under the Contract Documents shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with Contractor shall be sent to the addresses identified on Exhibit 6, entitled "Contract Notices."

B. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Any technical or other communications pertaining to the Work shall be conducted by Contractor's Project Manager and technical representatives designated by City. Contractor's representatives shall be available at all reasonable times for consultation, and shall be authorized to act on behalf of Contractor in matters concerning the Work.

C. Contractor shall copy City on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.

2.07 INDEPENDENT CONTRACTOR

The Contractor in the performance of the Work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.08 EMERGENCY WORK

A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

B. Outside of Working Hours:

Whenever, in the opinion of the City, there shall arise outside of the regular Working hours on the Contract Work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant.

Contractor shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency Work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as provided in the Contract Documents. The performance of emergency Work by City forces will not relieve the Contractor of any of their responsibilities, obligations, or liabilities under the Contract.

2.09 SUBCONTRACTORS

A. Each subcontract shall contain a reference to the Contract between the City and the principal Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the Work covered thereby. Each Subcontractor shall provide for its annulment at the order of the Director, if, in their opinion, the Subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to their Work.

B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the City.

C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of Subcontractors and of persons employed by them as Contractor is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall be responsible for the coordination of the trades, Subcontractors, and material suppliers engaged upon Contractor's Work. It shall be Contractor's duty to see that all of their Subcontractors commence their Work at the proper time and carry it on with due diligence so that they do not delay or injure either the Work or materials; and that all damage caused by them or their workers is made good at their expense.

E. The City will not undertake to settle differences between the Contractor and their Subcontractors or between subcontractors.

F. The Contractor shall utilize the services of specialty Subcontractors, without additional expense to the City, on those parts of the Work which are specified to be performed by specialty contractors.

G. The City's consent to or approval of any Subcontractor under this Contract shall not in any way relieve the Contractor of obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The Contractor shall not substitute a Subcontractor, person or entity previously selected if the City makes reasonable objection to such substitution. Contractor shall submit copies of the compete subcontracts of City upon request of City.

H. Contractor shall not use a debarred Subcontractor; a current list of debarred contractors is available at the Department of Industrial Relations' website.

I. Payments to Subcontractors:

The Contractor shall pay all Subcontractors for an on account of Work of the Contract performed by such Subcontractors within the (10) days after receipt of progress payments from City and within seven (7) days after receipt of retention from City.

Joint Payments. City hereby reserves the right, upon written notice to Contractor, to make, at any time, and from time-to-time, payments directly to each Subcontractor, and, if such rights shall be exercised by City, then such amount shall be credited against the Contract Sum due to Contractor hereunder and City shall be relieved and released from the obligation to make such payment to Contractor and Contractor shall be relieved and released as to City from the obligation to make such payments to each Subcontractor paid by City, but not from any of the other obligations and responsibilities of Contractor to City under the Contract Documents.

J. Arm's Length Transactions and Commercially Useful Function of Subcontractors and Suppliers.

To assure competitive bids and to assure that no bid rigging, unfair practices, collusion or conflicts of interest occur in connection with the Work, Contractor agrees that all agreements between Contractor and Subcontractors and suppliers for performance of the Work shall be pursuant to arm's length transactions, with unrelated and unaffiliated firms (a "related" or "affiliated" firm is one which is subject to the control of the same persons through joint ownership or otherwise). In all such agreements, each firm shall act in its own best interest, for compensation that reflects the fair market values of the materials or services that are the subject of the transaction.

Contractor further agrees that each Subcontractor and supplier for the Work will perform a commercially useful function (i.e. is responsible for the performance, management and supervision of a distinct element of the Work). A Subcontractor or supplier does not perform a commercially useful function when, for example: the Work is outside the firm's experience or qualifications; the firm provides little or no supervision of the Work; more than fifty percent (50%) of the Work designated to be performed by a Subcontractor is performed by a Sub-subcontractor or supplier; the Subcontractor only purchases materials while performing little or no Work; the firm works for only one prime contractor; or the same employees work for the firm and the Contractor.

If, upon City's request, Contractor fails to provide adequate assurances of arm's length transactions or that all Subcontractors and Suppliers will perform a commercially useful function, Contractor shall remove such Subcontractor or supplier from the Project, exclude the cost associated with such firm from all Applications for Payment and change order requests and, if necessary, propose another Subcontractor or supplier to whom the City has no objection, without increase to the Contract Sum or Contract Time.

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

A. Whenever in the opinion of the Director any Work under the Contract, or any portion(s) thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Director to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion(s) designated by the Director.

B. The use of any portion(s) by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion(s) of the Work of the Contractor nor will such use trigger the running of any warranty and/or guarantee periods.

C. All necessary repairs, renewals, changes, or modifications in the Work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.

D. The use of any portion(s) by the City shall not relieve the Contractor of any of their responsibilities or liabilities under the Contract nor constitute a waiver by the City of any of the conditions thereof. Said

use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.11 COOPERATION WITH OTHER WORK FORCES

A. The City reserves the right to perform other Work at or near the site at any time by the use of its own forces or other contractors.

B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project period. There may be some interference between these activities and the Work under the Contract Documents. The Contractor shall cooperate and coordinate their Work with that of other Work forces to assure timely Contract completion.

2.12 AGREEMENTS WITH PROPERTY OWNERS

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the Work shall be made in writing and a copy submitted to the Director for their information. All storage charges shall be at the Contractor's sole expense.

2.13 PROTECTION OF PROPERTY

All public and private property, pavement or improvement, shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, Contractor shall immediately notify the property owners or authorities. All damages and losses incurred shall be paid by the Contractor.

2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

A. Risk of Loss:

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by Force Majeure, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which Contractor has been entrusted.

B. Materials and Facilities:

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of their failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all Work until its completion and final acceptance, and Contractor shall at their own expense replace damaged or lost materials and repair damaged parts of the Work.

2. The Contractor shall protect City facilities from damage resulting from their Work. City facilities damaged by, or as a result of, the Contractor's Work under this Contract shall be repaired or replaced, as directed by the Director, at the Contractor's expense.

3. The Contractor shall remove from the vicinity of the completed Work all buildings, rubbish, unused material, concrete forms, and other materials belonging or used under their direction during performance of the Work. If Contractor fails to completely remove such items within a reasonable time the City may do so at the Contractor's expense.

C. Laws and Regulations:

1. The Contractor shall obey all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same in writing to the Director.

2. Contractor shall, at all times, cause all their agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before Final Completion of this Contract.

3. Nothing in the Contract Documents shall be construed to permit Work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this Contract is at variance with such applicable law requirement, Contractor shall promptly notify the Director.

4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the Contract price shall be made as provided in Article 6 (changes clause) of the General Conditions. If such applicable law requirement was in effect on said date of bid submission, no adjustment of Contract price will be considered.

5. The Contractor, at their own expense, shall pay all taxes properly assessed against their equipment, materials, or property used or required in connection with the Work.

2.15 WARRANTY AND CORRECTIONS

A. **Warranty**

1. *Warranty.* The Contractor warrants to the City that: (i) materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; (ii) the Work will be of good quality and free from defects; (iii) the Work will conform to the requirements of the Contract Documents; and (iv) Contractor will deliver the Project free of stop payment notice claims. Work not conforming to these requirements, including substitutions not properly accepted by the City, will be deemed defective. The Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the correction obligation of Paragraph 2.04 herein.

2. *Overlap.* Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor will be bound by the more stringent requirements.

3. *Procurement and Assignment of Warranties:* Contractor shall obtain in the name of City, or transfer or assign to City or City's designee prior to the time of Final Completion of the Work,

any and all warranties or guarantees which Contractor is required to obtain pursuant to the contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors in the form approved by City. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system installed in the Work to the City. Contractor shall deliver to City all warranty and guarantee documents and policies.

4. *Survival of Warranties:* The provisions of Paragraph 2.15 will survive Contractor's completion of the Work or termination of Contractor's performance of the Work.

B. **Correction of Work**

1. *Before or After Final Completion*. The Contractor shall promptly correct Work rejected by the City or City's designee, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the City's services and expenses made necessary thereby, will be at the Contractor's expense within the Contract Price.

2. *After Final Completion.*

a. In addition to the Contractor's warranty obligations under Paragraph 2.15-A, if, within one (1) year after the date of Final Completion of the Work or within the time period established by any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall commence correction or replacement of such Work within forty-eight (48) hours after receipt of written notice from the City to do so. The Contractor shall perform such corrective work without charge or cost to the City after Final Completion of the Work. The City shall give such notice promptly after discovery of the condition.

b. If the Contractor fails to commence correction or replacement of non-conforming Work within forty-eight (48) hours after receipt of written notice, the City will proceed to have defects repaired or replaced at the expense of the Contractor and its Performance Bond surety, plus fifteen percent (15%) for the City's overhead and administrative expense. The City may charge such costs against any payment due Contractor. If, in the opinion of the City, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties provided in this Article or elsewhere in the Contract Documents.

3. *Replacement or Removal of Defective or Unauthorized Work.* The Contractor shall remove from the Site and replace those portions of the Work which are not in accordance with the requirements of the Contract Documents in a manner acceptable to and as ordered by the Director. No compensation shall be allowed for such removal or replacement. Director

shall have authority to cause defective work to be remedied, removed or replaced and to deduct the costs from monies due or to become due to the Contractor.

4. *Destruction or Damage*. The Contractor shall bear the cost within the Contract Price of correcting destroyed or damaged work, whether completed or partially completed, of the City or Separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

5. *No Limitation*. Nothing contained in Paragraph 2.15-B will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Paragraph 2.15-B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

2.16 CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor, Subcontractors and employees shall comply with all litter and pollution laws and it shall be the responsibility of the Contractor to insure compliance. The Contractor shall do all of the following:

A. Maintain the Site free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition and Remove waste materials, debris and rubbish from site and dispose off-site legally.

B. Contractor shall maintain at their disposal any and all equipment necessary to prevent and remediate any sanitary sewer overflow arising out of the Work. In addition, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles as directed by the Director to maintain the affected areas in a condition of cleanliness acceptable to the City at all locations affected by the Contractor's operation. For purposes of this Paragraph, the affected areas includes the Site as well as all haul routes to and from the project Site and all areas of performance of the Work and restoration which have not been completed. The Contractor shall not proceed with Work until affected areas are clean to the satisfaction of the Director.

C. The Contractor shall take appropriate action to insure that no dust originates from the project site.

D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

E. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the Work area. The Contractor shall comply with Glendale Municipal Code Section 13.42.030 (c).

2.17 WATER POLLUTION CONTROL

A. Water Quality Protection Requirements for Construction Projects with Less than One (1) Acre of Disturbed Soil

All construction projects, regardless of size, will be required to implement best management practices (BMPs) necessary to reduce pollutants to the Maximum Extent Practicable (MEP) to meet the minimum water quality protection requirements as defined in Table 2-1.

Table 2-1 Minimum Water Quality Protection Requirements for Construction Projects		
Category	Minimum Requirements	BMPs
1. Sediment Control	Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs.	Sediment Control
2. Construction Materials Control	Construction-related materials, wastes, spills or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project sites.	Site Management; Material and Waste Management
3. Erosion Control	Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.	Erosion Control

Please refer to the California Stormwater Quality Association's Construction Handbook (available on their website www.cabmphandbooks.com) for further information regarding the BMPs listed in Table 2-1.

B. Water Quality Protection Requirements for Construction Projects with One (1) Acre (or greater) of Disturbed Soil

In addition to the minimum BMPs required in Paragraph A, all construction projects where at least one (1) acre of soil will be disturbed, construction activity that results in land surface disturbances of less than one acre if the activity is part of a larger common plan of development, or the sale of one or more acres of disturbed land surface requires a Construction Activities Storm Water General Permit (2009-0009-DWQ Permit).

Prior to commencement of construction activities, the Permit Registration Documents (PRDs) must be submitted electronically in the Storm Water Multi-Application Report Tracking System (SMARTS) (http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp). PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan (SWPPP), a signed certification statement by the Legally Responsible Person (LRP), and the first annual fee (see http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml for more information). A Waste Discharger Identification (WDID) will be emailed to the LRP after the PRDs have been submitted and are deemed complete. Construction activities cannot begin until a WDID is issued by the State Water Resources Control Board. Contractor shall bear the costs of any delays to the Project caused by a delay in obtaining its WDID.

The SWPPP shall include:

1. The name, location, period of construction, and a brief description of the project;

2. Contact information for the owner and contractor;

3. The building permit number for the project;

4. The grading permit number for the project (where applicable);

5. A list of major construction materials, wastes, and activities at the project site;

6. A list of best management practices to be used to control pollutant discharges from major construction materials, wastes, and activities;

7. A site plan (construction plans may be used) indicating the selection of BMPs and their location where appropriate;

8. Non-storm water discharges, their locations, and the BMPs necessary to prevent the discharge;

9. A maintenance and self-inspection schedule of the BMPs to determine the effectiveness and necessary repairs of the BMPs; and

10. A certification statement that all required and selected BMPs will be effectively implemented.

Within 7 days after the City awards the Contract, the Contractor shall submit seven (7) copies of the proposed SWPPP to the City. The City shall review the SWPPP within 14 days of receipt of the plan. If revisions are required, the Contractor shall revise and re-submit the document within 7 days of its receipt of the City's comments. The City shall then have 7 days to consider the revisions made by the Contractor and approve the SWPPP.

The Contractor shall maintain a minimum of two readily accessible copies of the SWPPP at the Project site. The SWPPP shall be made available upon request of a representative of the Los Angeles Regional Water Quality Control Board (LARWQCB) or the U.S. Environmental Protection Agency (U.S. EPA). Requests by environmental groups and the public shall be directed to the City.

C. Best Management Practices

The objective of the SWPPP is to identify potential sources of pollution that may reasonably affect the quality of storm water discharge associated with construction activities. The plan will describe and ensure the implementation of Best Management Practices (BMPs) which will be used to reduce pollutants in the storm water discharges from the construction site. A Best Management Practice is defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall select appropriate BMPs from the California Stormwater BMP Handbook, Municipal, Industrial, New Development, and Construction Volumes (www.cabmphandbooks.com) in conjunction with all activities and construction operations:

1. Construction Practices (NS2, NS3, NS4, and NS6)

2. Material and Waste Management (WM01, WM02, and WM04)

3. Vehicle and Equipment Management (NS8, NS9, and NS10)

4. Physical Stabilization (EC7, EC12, NS4, TC1, and TC2)

5. Sediment Control Practices (SE1, SE9, SE8, SE10, SE3, and SE2)

Copies of the California Stormwater BMP Handbooks may be obtained from:

California Stormwater Quality Association
P.O. Box 2313
Livermore, CA 94551
www.cabmphandbooks.com

Cashier
Los Angeles County DPW
900 South Fremont Avenue
Alhambra, CA 91803
Tel. No. (626) 458-6959

D. Implementation

The Contractor will be responsible throughout the duration of the Project for the installation, monitoring, inspection and maintenance of the BMPs included in the SWPPP and for removing and disposing of temporary BMPs. The Contractor may be required to implement additional BMPs as a result of changes in actual field conditions, contractor's activities, or construction operations.

The Contractor shall demonstrate the ability and preparedness to fully deploy these SWPPP control measures to protect soil-disturbed areas of the project site before the onset of precipitation and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy these control measures.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with these control measures unless fair weather is predicted through the following day. The Contractor shall monitor daily weather forecasts. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The City may order the suspension of construction operations which are creating water pollution if the Contractor fails to conform to the requirements of Paragraph 2.17, "Water Pollution Control." Unless otherwise directed by the City, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of Work.

E. Sewage Spill Prevention

The Contractor's attention is directed to the sewer bypass operation required during any sewer construction (Standard Specification for Public Works Construction Section 500.1.2.4).

The Contractor shall exercise extraordinary care to prevent the cause of events that may lead to a sewage spill. In the event of a sewage spill, the Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the project site.

The Contractor shall be fully responsible for preventing and containing sewage spills as well as recovering and properly disposing of raw sewage. In addition, the Contractor is responsible for any fines, penalties and liabilities arising from negligently causing a sewage spill. Any utility that is damaged by the contractor shall be immediately repaired at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption and to contain and clean up the sewage spills.

F. Sewage Spill Telephone Notification

Should a sewage spill occur, the Contractor shall immediately report the incident to either one of these two City Departments:

Sewer Maintenance Services	(818) 548-3950
Fire Department Dispatch Center	911

The Contractor is encouraged to obtain telephone numbers, pager numbers and cellular telephone numbers of City representatives such as Project Managers and Inspectors. However, if these City representatives are not available, then the Contractor shall immediately call:

Wastewater Maintenance Superintendent	(818) 550-3413
Safety Administrator	(818) 548-2169

The City will notify the following:

Los Angeles County Department of Health Services	(213) 974-1234
Los Angeles County Department of Public Works	(800) 303-0003
Regional Water Quality Control Board	(213) 576-6749 or 6600
State Office of Emergency Services	(800) 852-7550

(For any significant volume of material that entered the storm drain or receiving water)

G. Sewage Spill Written Notification

The Contractor shall prepare and submit a written report within three (3) Working Days from the occurrence of a spill to the City, (Attention: Project Manager). This report shall describe the following information related to the spill:

1. The exact location on the Thomas Guide map;
2. The nature and volume;
3. The date, time and duration;
4. The cause;
5. The type of remedial and/or cleanup measures taken and date and time implemented;
6. The corrective and preventive action taken; and
7. The water body impacted and results of necessary monitoring.

H. Enforcement

The City is subject to enforcement actions by the LARWQCB, U.S. EPA, environmental groups and private citizens. The Contractor shall indemnify, defend and hold City, its officers, agents and employees harmless from Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. Contractor shall be responsible for all costs and liabilities imposed by law as result of Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17.

The costs and liabilities include, but are not limited to fines, penalties and damages whether assessed against the City or the Contractor.

In addition to any remedy authorized by law, any money due to the Contractor under this contract shall be retained by the City until all costs and liabilities imposed by law against the City or Contractor have been satisfied.

I. Maintenance

The Contractor shall ensure the proper implementation and functioning of BMP control measures and shall regularly inspect and maintain the construction site for the BMPs identified in the SWPPP. The Contractor shall identify corrective actions and time frames in order to properly address any damaged measure, or reinitiate any BMPs that have been discontinued.

If the City identifies a deficiency in the deployment or functioning of identified control measures, the deficiency shall be corrected by the Contractor immediately or by a later date and time if agreed to by Director and if requested in writing, but not later than the onset of the subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

J. Payment

All costs involved in the implementation of the SWPPP, including furnishing all labor, materials, tools, equipment and all incidentals; and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those that were installed as a part of another structure, shall be included in the unit prices bid for the various related items of work and no additional compensation will be made therefor.

2.18 SOLID WASTE DISPOSAL AND DIVERSION

The Contractor shall submit to the Director the summary of solid waste generated by the Work, disposed in Class III landfills, or diverted from disposal through recycling. Report disposal in inert fill separately. Contractor shall use the form attached to the Contract Documents as Appendix 10. This form must be accompanied by legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that are acceptable to the Director. Further, the documents must be submitted to the Director with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments.

2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

The Contractor is encouraged to support the City in recycling efforts. It is City policy that all City Departments and Sections shall utilize recycled, reusable, and recyclable products to the maximum extent practicable. Preference will be given to recycled, reusable and recyclable products, over non-recycled, non-reusable and non-recyclable products, fitness and quality being equal, whenever available at no more than the total cost of non-recycled, non-reusable and non-recyclable products.

Contractors are encouraged to propose recycled, reusable and recyclable products for use by the City. Those items should be clearly identified. The City may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

All Contractors that provide goods, supplies, or equipment to the City that contain recycled material shall provide in writing to the Director the following information:

A. The minimum, if not the exact, percentage of recycled material, both post-consumer waste and/or secondary waste, in the goods, supplies, or equipment; and

B. The quantity and total dollar amount of the goods, supplies or equipment provided to the City with recycled material content.

2.20 SOLID WASTE DISPOSAL PENALTIES

$0 has been placed on deposit by the Public Works Department to insure proper disposal of solid waste in accordance with Chapter 8.58 of the Glendale Municipal Code. Contractor must dispose of waste in certified landfills, as documented by original receipts from the landfills which shall be provided to the City Project Manager. The Project deposit may be penalized for improper disposal of solid waste. The penalty amount may be deducted from the Contractor's Retention. For a list of certified landfills and information on Construction and Demolition Debris Recycling requirements, go to www.glendalewaste.com and select "Construction & Demolition Debris Recycling Ordinance."

[END OF ARTICLE]

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

A. Notice to Proceed

The Contractor is not authorized to perform any Work the Contract Documents until Contractor has received from the City an official notification to commence Work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence Work on the Date of Commencement established in the Notice to Proceed is issued. The Notice to Proceed shall be issued after the Contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that Contractor has taken into consideration and made allowances for all ordinary delays and hindrances to the Work to be performed and that Contractor will complete the Work within the specified time.

C. Required Contract Completion

Time is of the essence in the completion of this Contract. By executing the Contract, Contractor confirms that the Contract Time established in Article 4 of the Contract is a reasonable period for performing the Work.

3.02 CITY'S DISCRETION TO EXTEND CONTRACT TIME

In the event the Work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the right, in its sole discretion, to increase the number of Working Days or not, as may seem best to serve the interest of City. A change order extending the Contract Time only will be issued by the City should the City decide to increase the number of Working Days.

3.03 SUBSTANTIAL COMPLETION

A. Contractor Request for Inspection and Punch List

When the Contractor considers that it has achieved Substantial Completion of the Work, or designated portion thereof, Contractor shall prepare and submit to the Director a request for inspection and a comprehensive punch list of items to be completed or corrected prior to Final Payment. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. City Inspection

Upon receipt of the Contractor's punch list, the Director will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in

accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by City. The Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

C. Certificate of Substantial Completion

When the Work or designated portion thereof is substantially complete, the Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the Contractor's punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work; provided, however, that the warranty for the backup air compressor shall commence upon Final Completion. Contractor shall deliver to City all warranty and guarantee documents and policies.

3.04 DELAYS AND EXTENSIONS OF TIME FOR CONTRACTOR

A. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. In the event of any delay to the Work, the Contractor shall revise their sequence of operations, to the extent possible under the terms of the Contract, to offset the delay.

B. If any delay to the Work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly therefrom.

C. If any delay having a direct effect on the Work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.04-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include but are not limited to labor disputes, weather conditions unfavorable for prosecution of the Work, and force majeure.

D. If any delay having a direct effect on the Work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the Work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.

E. The Contractor shall notify the Director in writing of any delay having a direct effect on the Work and the causes thereof within seven (7) calendar days from the beginning of such delay.

F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Director not more than 30 days after the ending of such delay. The Contractor may request additional compensation and/or time arising from a delay but not for instances that occurred more than seven (7) calendar days prior to the initial notice to the Director. In addition to the content of claim requirements in Paragraph 7.10 below, The Contractor shall provide a written report evaluating the impact of the delay which shall include, at a minimum, all of the following:

1. A narrative description of the delay and its impact on the critical path to Substantial Completion of the Work or a portion of the Work designated by City; together with a CPM schedule Fragnet;

2. A Fragnet;

3. A detailed breakdown of the Allowable Costs, if any, sought by Contractor due to the delay;

4. The number of days of extension sought by Contractor as an adjustment to the Contract time;

5. A statement that Contractor has complied with the requirements of the General Conditions for written notice of delays, along with the dates and copies of such notices;

6. The measures taken by Contractor and Subcontractors to prevent or minimize the delay; and

7. The Contactor's recommendations for reordering or re-sequencing the Work to avoid or minimize further delay.

No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of the overall Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified.

G. The Director will investigate the facts and ascertain the extent of the delay, and their findings thereon shall be final and conclusive.

H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.

I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.

J. An extension of time must be approved by the Director to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the Contract.

3.05 CLIMATIC CONDITIONS

A. Rain Days/Severe Inclement Weather. The Contractor shall account for **five (5) Work Days** for which the effects of rainfall/inclement weather are expected to prevent Work in the Schedule as set forth in **Article 4** herein and shall obtain City's approval of Contractor's use of each Rain Day before suspending Work on any Work Day. The Director may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

B. If the Contractor believes that Work should be suspended under this Paragraph 3.05, Contractor may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

C. No extension of time will be granted for suspension of Work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions

or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Director and the Contractor on each day that Work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Paragraph 7.07.

D. If Work is suspended and an extension of time is granted under this Paragraph 3.05 the Contractor will be entitled to a one day extension of time for each day that Contractor is unable to Work at least one-half of their current normal Work Day; and if the Work is suspended at the regular starting time on any Work Day and the Contractor's Workforce is dismissed as a result thereof, then Contractor will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for Work.

3.06 COMPLETION AND ACCEPTANCE

Upon request by the Contractor, the Director shall conduct a final inspection of the Work. If, in the Director's opinion, Final Completion has been achieved, the Director will accept the Work by issuing a "Notice of Completion" of the Work to the Contractor. Upon the issuance of the Notice of Completion the Contractor will be relieved from responsibility to protect the Work. Within 15 calendar days after issuing the Notice of Completion, the Director will record the Notice of Completion with the County Recorder.

3.07 LIQUIDATED DAMAGES

A. Contractor and City agree to liquidate damages in the amount stated in paragraph 4 of the Contract per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.

C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Contract are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Contract.

D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4
SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

Within fourteen (14) calendar days after the City's Notice of Award of the Contract, Contractor shall submit a Baseline Project Schedule, in electronic format, showing in detail how the Contractor plans to execute and coordinate the Work.

A. Format

1. Unless otherwise directed by the City, at a minimum, the Baseline Project Schedule activities shall be coded on a work discipline basis (in accordance with CSI format) and by geographic area or location on the Project. The Baseline Project Schedule shall include a detailed description of each activity code. The Baseline Project Schedule shall be based on and incorporate contract milestone and completion dates specified in the Contract Documents. It shall depict events, jobs, and their interrelationships and shall recognize the progress that must be made on one task before subsequent tasks can begin. The schedule shall be comprehensive and shall include all logical interdependencies and interactions required to perform the Work of the Project.

2. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City and formalized by Change Order.

3. Contractor shall use the latest version of Microsoft Project or equivalent software agreed to by the parties.

4. The City will review the submitted Baseline Project Schedule for conformance with these scheduling requirements. Within fourteen (14) calendar days after receipt, the City will accept the proposed Baseline Project Schedule or will return it with comments. If the proposed Baseline Project Schedule is accepted by the City, it shall be deemed part of the Contract Documents. If the Baseline Project Schedule is not accepted by City, Contractor shall revise the Baseline Project Schedule, in accordance with the recommendations of the City, and re-submit same for acceptance, no later than seven (7) calendar days after receipt of said recommendation.

5. Acceptance of Baseline Project Schedule by City, failure to include an element of work, or inaccuracy in Baseline Project Schedule shall not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents.

B. Float

1. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of the milestones and/or time of completion. All other Work activities are defined as non-critical Work activities and are considered to have float. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of the milestones and/or time of completion. Float is considered a Project resource available to either party or both parties as needed. Once

identified, Contractor shall monitor, account for, and maintain float in accordance with Critical Path Methodology.

2. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume all float associated with that non-critical Work activity and cause the Work activity to become critical.

3. It is acknowledged that City-caused time savings (i.e., critical path submittal reviews returned in less time than allowed by the Contract Documents, approval of substitution requests which result in a savings of time for Contractor, etc.) create shared float. Accordingly, City-caused delays may be offset by City-caused time savings.

C. Early Completion

While the Contractor may schedule completion of the Project earlier than the date established by the Contract Documents, no additional compensation shall become due the Contractor for the use of float time between the Contractor's projected early completion date and the date for Substantial Completion established by the Contract Documents, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City, and formalized by Change Order.

4.02 SCHEDULE UPDATES

A. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the City an updated Project Schedule (an electronic copy in Microsoft Project backup file format) revised to indicate the Work completed, status of Work in progress, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays or difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated Project Schedule with an Application for Payment, City may withhold payment, in whole or in part, until the updated Project Schedule is submitted. In the event that an update to the Project Schedule indicates a delay to the Contract Time the Contractor shall propose an affirmative plan to correct each such delay, including overtime and/or additional labor, if necessary. In no event shall any Project Schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order or Construction Change Directive.

B. At no time shall historical data contained within the updated Project Schedule (i.e. completed activities) be removed and/or altered in any way. This historical data is to be preserved within each of the updated Project Schedules and submitted with the final schedule update to reflect the actual start and finish dates for each activity within the Schedule.

C. Any work stoppages within individual work activities that exceed seven (7) calendar days in duration shall be clearly indicated within the updated Project Schedule. In cases where unplanned activity work stoppages exceed seven (7) calendar days activities shall be added to the Project Schedule to clearly indicate the work stoppage period and identify forecasted resumption and completion of the activity where work has stopped. Contractor shall clearly note all schedule revisions when Project Schedule updates are submitted, as required in Paragraph 4.02A above.

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

A. Should the City determine, in its sole judgment, that the performance of the Work has not progressed to the level of completion required by the Contract Documents, City shall have the right to order the Contractor to take corrective measures to expedite the progress of the Work, at no additional cost to the City, including, without limitation, the following:

1. Working additional shifts of overtime.

2. Supplying additional manpower, equipment, and/or facilities.

3. Reschedule activities to maximize practical concurrence of accomplishment of activities.

4. Submitting a Recovery Schedule discussed above, for resequencing performance of the Work or other similar measures.

5. Any other actions that may be necessary to mitigate delays.

B. Such Extraordinary Measures shall continue until the progress of the Work is no longer behind schedule and/or reaches the stage of completion required by the Contract Documents. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of any such Extraordinary Measures required by the City under this Paragraph. The City may exercise the rights furnished the City pursuant to this Paragraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence Extraordinary Measures within forty-eight hours (48 hours) of City's written demand, City may, without prejudice to other remedies, take corrective action at the expense of the Contractor which shall reduce the Contract Sum accordingly.

4.04 CONDITION OF PAYMENT

Compliance by Contractor with the requirements of the Contract Documents pertaining to preparation, submission, revising and updating of the Schedule is a condition precedent to City's obligation to make payment to Contractor of any or all sums that might otherwise be due to Contractor in the absence of such noncompliance. Payment by City under circumstances in which City, for any reason, fails or elects not to assert its right to withhold payment for noncompliance with this Paragraph shall not be construed as a waiver of the right to withhold future payments on account of such noncompliance or any other noncompliance.

[END OF ARTICLE]

ARTICLE 5
SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

A. Contractor shall have the right to terminate its performance of the Contract only upon the occurrence of one of the following:

1. The Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to:

   a. the issuance of an order of a court or other public authority having jurisdiction; or

   b. an act of government, such as a declaration of national emergency making material unavailable; and

   c. Contractor has given City written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to City, unless the reason has theretofore been cured, terminate its performance of the Work.

2. The Work is stopped for a period of 120 consecutive days through no act or fault of Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, because the City has persistently failed to perform any material obligation under the Contract Documents and fails to cure such default within ninety (90) days after the receipt of notice from Contractor stating the nature of such default.

B. If Contractor terminates its performance of the Contract in accordance with this Paragraph 5.01, the City shall pay Contractor for the Work executed through the date of termination as set forth in Paragraph 5.04-C below.

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

The City shall have the right to terminate the Contractor's performance of the Contract, in whole or in part, without liability to City if:

1. Contractor fails promptly to begin the Work under the Contract Documents; or

2. Contractor refuses or fails to supply enough properly skilled workers or proper materials; or

3. Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or

4. Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (a) due to termination by City; or (b) due to and during the continuance of a Force Majeure event or suspension by City); or

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from City to do so or (if applicable) after cessation of the event preventing performance; or

6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or

7. Contractor fails to make payment to Subcontractors or Material Suppliers for materials or labor in accordance with the respective Contract Documents and applicable law; or

8. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or

9. Contractor is guilty of breach of a provision of the Contract Documents; or

10. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

B. City's Rights.

When any of the reasons specified in Paragraph 5.02-A exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, and after giving the Contractor five (5) calendar days written notice, terminate Contractor's performance of the Work, in whole or in part, and may:

1. Take possession of the site and all materials, equipment, tools, equipment, and machinery thereon owned by the Contractor;

2. Withhold from Contractor amounts unpaid hereunder and to offset such amounts against damages or losses incurred by City;

3. Accept assignment of subcontracts from Contractor, at the sole discretion of City, and

4. Finish the Work by whatever reasonable method the City may deem expedient.

Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. Costs

If City's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor shall pay the difference to the City.

D. Wrongful Termination

If it has been adjudicated or otherwise determined that City has wrongfully terminated the Contractor for cause, then said termination shall be deemed converted to a termination for convenience as set forth in Paragraph 5.04 and Contractor's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 5.04.

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

A. Contractor agrees that the City may determine whether any or all of the Work described in the Contract Documents shall be deleted or performance suspended without electing to terminate the Contractor's performance under the Contract and without any penalty being incurred by the City.

B. Any such partial deletion or suspension of the Work shall in no way void or invalidate the Contract nor shall it provide Contractor with any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise compensable under the Contract.

C. The City shall have the right to later have any such suspended or deleted Work performed by Contractor or others without any penalty to the City.

D. In the event of any partial or complete deletion or suspension of Work, the City shall furnish Contractor with prompt written notice thereof, and the City shall be entitled to take possession of and have as its property all Record Documents, Accounting Records, and other data prepared by Contractor or its Subcontractors.

E. Suspension for Convenience.

1. The City may at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Such order shall be specifically identified as a "Work Suspension Directive" under this Section.

2. Upon receipt of a Work Suspension Directive, Contractor shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Work Suspension Directive during the period of Work stoppage.

3. Within the period of suspension, or such extension to that period as is agreed upon by Contractor and the City, the City shall either cancel the Work Suspension Directive or delete the Work covered by such Work Suspension Directive by issuing a Change Order or Construction Change Directive.

4. If a Work Suspension Directive is cancelled or expires, Contractor shall continue the Work. A Change Order or Construction Change Directive will be issued to cover any adjustments of the Contract Sum and Contract Time necessarily caused by such suspension. No adjustment shall be made to the extent:

(a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

(b) That an equitable adjustment is made or denied under another provision of the Contract.

F. Suspensions for Cause

City has the authority by written order to suspend the Work, in whole or in part, without liability to City for Contractor's failure to:

1. Correct conditions unsafe for the Project personnel or general public, or

2. Carry out the Contract; or

3. Carry out orders of City.

G. Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according to the Contract Documents.

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

Without limiting any rights which City may have by reason of any default by Contractor hereunder, City may terminate Contractor's performance of the Contract, in whole or in part, at any time, for convenience upon fifteen (15) calendar days written notice to Contractor.

B. Contractor Actions

Upon receipt of such notice, Contractor shall perform the duties required by Paragraph 5.05 below. At the election of and as directed by the City, any or all of the subcontracts and purchase orders entered in to by Contractor prior to the effective date of termination shall be terminated or shall be assigned to City.

C. Compensation

1. If the Parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:

a. For Work performed before the effective date of termination, the total (without duplication of any items) of:

i. The cost of the Work; and

ii. A sum, as overhead and profit on the cost of the Work, determined by the City to be fair and reasonable. In no event shall Contractor be entitled to recover overhead or profit on Work not performed.

b. The reasonable costs of settlement of the Work terminated, including:

i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, if any; and

ii. Storage, transportation, and other costs reasonably necessary for the preservation, protection, or disposition of inventory.

2. Such payment shall be Contractor's exclusive remedy for termination for convenience and will be due and payable on the same conditions as set forth for final payment to the extent applicable. Upon receipt of such payment, the Contractor and City shall have no further obligations to each other except for Contractor's obligations with respect to warranties, representations, indemnity, maintenance of insurance, and other obligations that survive termination or Final Completion as provided for herein.

3. It is understood and agreed that no fee, anticipated profit, compensation for lost opportunity costs, or other compensation or payment of any kind or character shall be due or payable for unperformed Work regardless of the basis of termination and the inclusion of this provision within this subparagraph shall in no way limit its application to termination under this Paragraph.

4. Contractor agrees that each of its subcontracts will reserve for the Contractor the same right of termination for convenience provided by this Paragraph 5.04.

D. No Consequential Damages

Under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Article 5. The payment to Contractor determined in accordance with this Article constitutes Contractor's exclusive remedy for a termination hereunder.

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

A. If the City terminates Contractor's performance of Work under the Contract, for cause or convenience or if Contractor terminates a Subcontractor with the City's approval, Contractor shall:

1. Cease performance of the Work to the extent specified in the notice;

2. Take actions necessary or that the City may direct, for the protection and preservation of the Work;

3. Settle outstanding liabilities, as directed by City;

4. Transfer title and deliver to City Work in progress, specialized equipment necessary to perform the Work;

5. Submit all Record Documents, Accounting Records and other data prepared pursuant to the Contract by Contractor and/or its Subcontractors, as applicable, to the City with fifteen (15) calendar days after the City's notice of termination in an organized, usable form, in both hard copy and electronic/digital form, with all items properly labeled to the degree of detail specified by the City; and

6. Except for Work directed by City to be performed prior to the effective date of termination stated in the notice, incur no further costs or expenses and enter into no further subcontracts and purchase orders.

B. No compensation shall be due Contractor, if any, until Contractor complies with the requirements of this Paragraph.

[END OF ARTICLE]

ARTICLE 6
CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

The City, without invalidating the Contract, may authorize changes in the Work consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly, if necessary. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and Contractor shall perform such changes in the Work according to the applicable requirements of the Contract Documents.

6.02 NO ESTOPPEL

Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Construction Change Directive. It is of the essence to this Contract that all scope changes in the Work that form the basis of an adjustment of the Contract Sum or Contract Time must be authorized in advance in writing through either a Change Order or Construction Change Directive. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that the Contract has been abandoned or the City has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

6.03 NOTICE OF SCOPE CHANGE

Contractor shall submit written notice of any change in scope to the Director if, in the Contractor's opinion, any instruction, request, Drawings, Specifications, action, condition, omission, default, or other situation occurs that the Contractor believes constitutes a scope change or other matter resulting in Extra Work, for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such occurrence and within seven (7) calendar days after the discovery date of the circumstances of such scope change or other matters. The written notice shall state the date, circumstances, extent of adjustment to the Contact Sum or the Contract Time, if any, requested. The mere presentation of such notice shall not establish the existence of any right by Contractor to adjustment of the Contract Sum or Contract Time. Failure to provide such timely written notice described herein shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time on account thereof. Any Notice of Scope Change that is approved by the City pursuant to a COR shall be incorporated in a Change Order or Construction Change Directive.

6.04 CHANGE ORDERS

A. Computation

Methods used in determining adjustments to the Contract Sum by Change Order may include those listed in Paragraph 6.06 below.

B. Accord and Satisfaction

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing Site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effects of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

6.05 CONSTRUCTION CHANGE DIRECTIVE

A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).

C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.

D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.

E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

6.06 PRICING CHANGES IN THE WORK

A. Alternative Methods of Pricing

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined using one or a combination of the following methods:

1. Lump Sum. By mutual acceptance of a lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.

2. Unit Prices. By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the City and Contractor shall be deemed to include and encompass all Allowable Markups.

3. Time and Materials. By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.

4. Schedule of Values. For work not covered by a Unit Price, the Schedule of Values may be used to determine the value of the increase or decrease in the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. Contractor Maintenance of Daily Records for Changes

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:

   a. Labor. At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.

   b. Materials, Equipment. A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit

prices for all materials and for all equipment used the type of equipment, identification number, hours of operation (including loading and transportation) and hourly/daily rates involved for that day.

c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.

2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.

3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

   All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.

5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" means, in the case of Extra Work, actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted Work, the actual costs that would have been incurred in performing deleted Work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted Work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted Work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.

2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted Work.

3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted Work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished.

4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.

5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted Work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published Rental Rate Blue Book for Construction Equipment or the Rental Rate Blue Book for Older Construction Equipment as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work (the "Blue Book"). Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted Work. No charge shall be allowed for use of equipment or tools which have a replacement value of $500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no markup shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Costs incurred

while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.

6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted Work.

7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);

2. Overhead, administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;

3. Vehicles not dedicated solely for the performance of the extra of deleted Work;

4. Small tools (replacement value not exceeding $500);

5. Office expenses, including secretarial and administrative staff, materials and supplies;

6. On-site and off-site trailer and storage rental and expenses;

7. Site fencing;

8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;

9. Computer and data processing personnel, equipment and software;

10. Federal, state of local business income and franchise taxes;

11. Losses of efficiency or productivity; and

12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. Allowable Mark-Up

1. If the Net Cost of Extra Work is less than or equal to $25,000, the Allowable Mark-Up shall be computed as follows:

a. For Extra Work performed directly by the Contractor's forces, the added cost for all expenses of overhead, profit, bond and insurance ("Allowable Mark-Up") shall not exceed fifteen percent (15%) of the net cost of the Extra Work.

b. For Extra Work performed by a Subcontractor, the added cost of combined expenses, Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed twenty (20%) of the net cost of all Subcontractor(s)'s Extra Work.

2. If the net cost of Extra Work is greater than $25,000 and less than or equal to $100,000, the Allowable Mark-up shall be computed as follows:

a. For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed twelve (12%) of the net cost of the Extra Work.

b. For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed seventeen (17%) of the net cost of all Subcontractor(s)'s Extra Work.

3. If the net cost of Extra Work is greater than $100,000, the Allowable Mark-up shall be computed as follows:

a. For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed ten percent (10%) of the net cost of the Extra Work.

b. For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed fifteen (15%) of the net cost of all Subcontractor(s)'s Extra Work.

F. Net Allowable Costs

If any one scope change involves both Extra Work and deleted Work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A CPM schedule Fragnet is required to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than seven (7) calendar days prior to the notice date. Contractor's failure to initiate a COR within this seven-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]

ARTICLE 7
CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.

B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.

C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values within seven (7) calendar days.

In addition, Contractor shall complete and furnish, within seven (7) calendar days after the City's Notice of Award of the Contract, a Final Schedule of Values for City review and approval, giving a complete breakdown of the Contract Sum for each component of the Work.

B. Content

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

C. Applications for Payment

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

D. Revisions

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for approval by the Director.

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

C. Certification

Each Application for Payment shall be signed by Contractor with a certification by Contractor to City that:

1. The data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;

2. To the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;

3. Contractor is entitled to payment in the amount certified; and

4. All sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.

D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. Submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;

2. Submission of the Contractor's certification required by Paragraph 7.03-C, above;

3. Submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;

4. Compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;

5. Compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;

6. Compliance by Contractor with its obligations for submission of scheduling information and updating of the Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;

7. Submission of certified payroll records as required by the Contract Documents;

8. Submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit

contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full; and

9. Compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. The portion of the Work permanently installed and in place;

2. Plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,

3. Less, the aggregate of previous payments, and

4. Less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above,

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by City pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described below.

B. Conditions to Final Payment

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such Application for Final Payment shall be accompanied by all the following:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;

2. Contractor's certification as required by Paragraph 7.03-C, above;

3. Consent of surety to Final Payment;

4. A certificate evidencing that the insurance required by the Contract Documents is in force;

5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;

6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8134 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;

7. All Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);

8. Documentation that Contractor has inspected, tested, and adjusted performance if every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;

9. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;

10. Certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;

11. Releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and

12. Any other documents or information, and satisfactory completion of all Work required by the Contract Documents as a condition of Final Payment or Final Completion.

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice of Completion to Contractor, the Final Payment, including Retention withheld, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good .faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and

2. Work covered by previous Applications for Payment are free and clear of liens, stop payment notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

7.08 PAYMENTS WITHHELD

A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop payment notices filed or reasonable evidence indicating probable filing of such claims or stop payment notices;

2. Defective Work. Defective Work not remedied;

3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;

4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;

5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;

6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);

7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Schedule or failing to perform within the Contract Time;

8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;

9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.

10. Liquidated Damages. Liquidated damages assessed against Contractor

11. Materials. Materials ordered by City pursuant to the Contract Documents.

12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City.

13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents.

14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation.

16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, city may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.

2. All expenses relating to the substitution of securities under said Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.

3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.

4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."

5. Contactor shall obtain the written consent of Surety to such agreement.

6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under said Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of said Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Definition of Claim and 9204 Claim

1. For purposes of accrual and triggering the initial notice, content and backup documentation requirements of the Contract Documents including, but not limited, to those set forth in Article 3 for delays and extensions of time, Article 6 for Scope Changes and this GC 7.10, a “claim” means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to this Contract and payment of which is not otherwise expressly provided or the Contractor is not otherwise entitled to, (c) an amount the payment of which is disputed by the City; or (d) or an assertion that Contractor’s performance is excused because of the acts or omissions of City.

2. For purposes of the Public Contract Code Section 9204 Claims Procedures in GC 15.01 and GC 15.03 below, the term “9204 Claim” shall have the meaning set forth in Public Contract Code Section 9204(c)(1), which Contractor must send to the Director by registered or certified mail, return receipt requested.

B. Arising of Claim.

1. Scope of Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a “claim” will be deemed to arise once the Director has issued a written decision denying, in whole or in part, the Contractor’s Change Order Request.

2. Other Claims. In the case of a claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within seven (7) calendar days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a

claim shall be valid if, and only if, it identifies the event or condition giving rise to the claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 3.04 for delays and Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such valid initial written notice is received by City.

C. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a claim and a request for a decision on the claim;

2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.

3. If the claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice of a Scope Change and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-B.2, above;

4. A detailed justification for any remedy or relief sought by the claim including, without limitation, a detailed cost breakdown in the form' required for submittal of Change Order Requests and actual job cost records and job cost report summaries demonstrating that the costs have been incurred;

5. If the claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a CPM schedule Fragnet) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and

6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the 'following form:

"I hereby certify and declare under penalty of perjury under the laws of the State of California that I am a managing officer of (Contractor's name) and that I have reviewed the claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

a. I do not know of any facts or circumstances, not alleged in the claim, that by reason of their not being alleged render any fact or statement alleged in the claim materially misleading; and,

b. I have, with respect to any request for money or damages alleged in or that forms the basis for the claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the claim; and,

c. I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the claim; and,

d. I have not received payment from City for, nor has Contractor previously released City from, any portion of the claim."

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

D. Noncompliance

Failure to submit any of the information, documentation or certifications required by this Paragraph 7.10-B and within the deadlines established by the Contract Documents, shall render the claim invalid and shall result in the claim being returned to Contractor without any decision and shall be deemed rejected in its entirety.

E. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.

2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.

3. Time for Filing. After compliance with the notice deadlines, all claims and supporting documentation and certifications must be filed within thirty (30) calendar days after the claim arises. No claims shall be filed after Final Payment.

4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the notice and content requirements of Contract Documents including, but not limited to this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the claim and to initiate the Dispute Resolution Process with respect to such claim.

F. City Response to Claims, Meet and Confer, Mediation [See Article 15 below]

1. Claims less than $50,000. Claims less than $50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

2. Claims $50,000 or more. Claims $50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

3. Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

G. Finality of Decision

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a 9204 Claim Statement of Dispute within seven (7) calendar days after receipt of the Director's response or rejection or deemed rejection of the claim.

H. Continuing Contract Performance/Duty to Proceed with Disputed Work

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contactor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

ARTICLE 8
MATERIALS AND EQUIPMENT

8.01 GENERAL

A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.

B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.02 QUALITY AND WORKMANSHIP

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, Workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 APPROVAL OF MATERIALS

A. The Contractor shall furnish without additional cost to the City such quantities of materials as may be required by the Director for test purposes. Contractor shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.

B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of

transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.

D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

8.06 AUTHORITY OF THE DIRECTOR

A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.

B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but the Director is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or their authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under their inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, Contractor shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the

materials or supplies agreed to be furnished under this Contract, and should the Contractor, their agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at their expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from Contractor and their surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

ARTICLE 9
SUBMITTALS

9.01 GENERAL

A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the work, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.

B. Specific items to be covered by the submittals shall include, as a minimum, the following:

1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.

2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.

3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.

4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.

5. Samples

6. Colors

7. Substitutions

8. Manuals

9. As-built drawings

10. Safety plans required by Article 10

9.02 PRODUCT HANDLING

A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.

B. Submit priority of processing when appropriate.

9.03 SCHEDULE OF SUBMITTALS

A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

9.04 SHOP DRAWINGS

A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.

B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.

C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"
30" X 42"

9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for their review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 SUBSTITUTIONS

A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.

The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.

B. Any requests for substitutions by the Contractor must be made within fifteen (15) calendar days of the Bid Deadline. Otherwise, such requests will not be considered.

C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

9.08 MANUALS

A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:

1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.

3. Complete instructions regarding operation and maintenance of all equipment involved.

4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.

5. Copy of all guarantees and warranties issued.

6. Copy of drawings with all data concerning changes made during performance of the Work.

B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 AS-BUILT DRAWINGS

A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.

B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 SUBMITTALS QUANTITIES

A. Submit seven (7) copies of all data and drawings unless specified otherwise.

B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.

B. Name of project as it appears in the Contract Documents and Specification No.

C. Drawing number and Specifications section number other than this section to which the submittal applies.

D. Whether this is an original submittal or re-submittal.

E. For samples, indicate the source of the sample.

9.12 SCHEDULE OF SUBMITTALS

A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.

B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.

C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

9.13 COORDINATION OF SUBMITTALS

A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.

2. Coordinate as required with all trades and with all public agencies involved.

3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

4. Clearly indicate all deviations from the Specifications.

B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

9.14 TIMING FOR SUBMITTALS

A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.

B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.

C. Manuals shall be submitted prior to performing functional tests.

9.15 APPROVAL BY CITY

A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.

B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.

C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

D. Resubmit revised drawings or data as indicated, in five (5) copies.

E. Approval of each submittal by the Director will be general only and shall not be construed as:

1. Permitting any departures from the Specifications requirements.

2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.

3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.

B. Minor corrections to an approved submittal may be accomplished by submitting a “Corrected Copy”.

[END OF ARTICLE]

ARTICLE 10
SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

Contractor's Responsibility: Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

10.02 PROTECTION FROM HAZARDS

A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Director in the State of California.

B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) Is not designed for continuous employee occupancy. Failure to submit a confined space entry program may result in actions as provided in Article 5: "Suspension or Termination of Contract".

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:

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

2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.

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

B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.

C. The Director will promptly investigate the conditions and If the Director finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.

D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within seven (7) calendar days after the Discovery Date relative to such conditions, submit a Notice of Scope Change and thereafter submit a Change Order Request setting forth a detailed cost breakdown and CPM schedule Fragnet, as Time Impact Analysis, in the form required by Article 3 and 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.

E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph 10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.

F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.

H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.

I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

10.04 TRAFFIC REGULATION

A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in their judgment for the prevention of accidents; and Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City Traffic and Transportation Administrator.

B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.

C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City Traffic and Transportation Administrator and all agencies having jurisdiction.

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City Traffic and Transportation Administrator.

1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.

2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

A. The Contractor shall provide written notification to the Police Department, Traffic Bureau (818) 548-3130, at least two (2) weeks prior to the beginning of work at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the project manager's name and business phone number and the construction inspector's name and business phone number.

B. The Contractor shall notify, by telephone, the Police Department Traffic Bureau (818) 548-3130 and Patrol Operations (818) 548-4890 at the completion of the posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.

C. The Contractor shall notify the Glendale Fire Department, <u>on a daily basis</u> during the entire period that the Work is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (818) 956-4800 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to their operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.

D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.

E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.

F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.

G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

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

10.07 FLAGGING

A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.

2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Glendale for requirements for building or access road safety improvements that the Contractor shall construct during the performance of the Work. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

ARTICLE 11
INDEMNITY

11.01 INDEMNITY

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

A. Bodily injury, emotional injury, sickness or disease, or death to any persons;

B. Property damage;

C. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;

D. Stop payment notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop payment notices and claims;

E. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;

F. Failure to comply with any Governmental Approval or similar authorization or order;

G. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;

H. Breach of any duty, obligation, or requirement under the Contract Documents;

I. Failure to provide notice to any Party as required under the Contract Documents;

J. Failure to protect the property of any utility provider or adjacent property owner; or

K. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from (1) the sole negligence or willful misconduct of Indemnitees; (2) defects in design furnished by the City; or (3) the active negligence of the City.

11.02 ENFORCEMENT

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole or active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees or from defects in design furnished by the City. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnitee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

ARTICLE 12
INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance, in the form required by Exhibit 2, must be submitted by the Contractor prior to the City's execution of the Contract.

12.02 MINIMUM COVERAGE AND LIMITS

Contractor shall maintain the insurance coverage as set forth in Exhibit 2 throughout the term of the Contract.

12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS

City and Contractor agree as follows:

A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.

B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City Attorney or City's Risk Manager.

12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

The Contract's insurance provisions:

A. Are separate and independent from the indemnification and defense provisions in Article 11 of the General Conditions; and

B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 11 of the General Conditions.

[END OF ARTICLE]

ARTICLE 13
BONDS

13.01 REQUIRED BONDS

A. Contractor shall furnish the following bonds:

1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Appendix 1 attached hereto.

2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Appendix 2 attached hereto.

13.02 POWER OF ATTORNEY

All bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.03 APPROVED SURETY

All bonds must be issued by a California admitted surety insurer with the minimum A.M. Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660.

13.04 REQUIRED PROVISIONS

Every bond must display the surety's bond number and incorporate the Contract by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

13.05 NEW OR ADDITIONAL SURETIES

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

ARTICLE 14
LABOR PROVISIONS

(If this Project is federally-funded, see also Article 18 regarding Federal Labor Standards Provisions)

14.01 WORKING HOURS

A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 7:00 p.m. No construction noise shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the next day as set forth in the Glendale Municipal Code.

B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Inspection.

C. Night, Sunday and Holiday Work:

No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as Contractor shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

14.02 COST OF OVERTIME SERVICES AND INSPECTIONS

A. Overtime Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.

B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment

C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

14.03 COMPLIANCE WITH STATE LABOR CODE

A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.

1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.

2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.

14.04 WAGE RATES

A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at www.dir.ca.gov/DLSR/PWD/ and www.wdol.gov/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.

2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.

3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.

4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.

5. The Contractor shall, as a penalty to the State or the City, forfeit not less than Forty Dollars ($40.00) and not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at their own expense.

B. Payroll Records

1. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll

records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.

3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

14.05 APPRENTICESHIP STANDARDS

A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 (Appendix 7). The City reserves the right to require Contractor and Subcontractors to submit a copy of said form to the City.

2. Employ apprentices for the public work at a ratio of no less than one (1) hour of apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 (Appendix 8). The City reserves the right to require Contractor and Subcontractors to submit a copy of said form to the City.

3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.

4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.

B. Pursuant to Labor Code Section 1777.1, failing to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid on all public works projects for a period of one to three years and the imposition of a civil penalty of Five Thousand Dollars ($5,000) for each calendar day of noncompliance. Contractor should make a separate copy of this material for each of their Subcontractors.

C. Payroll Records

The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.

D. Statement of Employer Fringe Benefit Payments

Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26, Appendix 9) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said form to the City.

14.06 EMPLOYMENT OF APPRENTICES

A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.

In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

14.07 CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS – PUBLIC WORKS CONTRACTOR REGISTRATION

A. The Public Works Contractor Registration Law (California Senate Bill No. 854 - See Labor Code Section 1725.5), requires contractors to register and meet requirements using the online application https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online with a non-refundable fee. More information is available at the following link:

https://www.dir.ca.gov/Public-Works/PublicWorks.html

B. The City must award public works projects only to contractors and subcontractors who comply with the Public Works Contractor Registration Law.

C. Notice to Bidders and Subcontractors:

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

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

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

4. The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. Section 16451(d) for the notice that previously was required for projects monitored by the DIR Compliance Monitoring Unit.)

D. Furnishing of Electronic Certified Payroll Records to Labor Commissioner. Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

14.08 CHARACTER OF WORKERS

The Contractor shall not allow their agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5 AND GLENDALE MUNICIPAL CODE, 1995, SECTIONS 8.52.010 *ET SEQ*.

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code Section 6404.5 and Glendale Municipal Code, 1995, Sections 8.52.010 *et seq*.

[END OF ARTICLE]

ARTICLE 15
DISPUTE RESOLUTION

15.01 PUBLIC CONTRACT CODE SECTION 9204 CLAIMS AND DISPUTE RESOLUTION PROCEDURES

A. See Paragraph 7.10 above for notice and accrual of claims provisions and provisions that apply to claims arising from Maintenance Work, if any, which are not subject to Public Contract Code Section 9204.

B. Click the following link for the full text of Public Contract Code Section 9204:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawcode=PCC&sectionNum=9204

C. Summary of Key Provisions of Public Contract Code Section 9204:

1. The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

2. Notwithstanding any other law, including, but not limited to, Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, Public Contract Code Section 9204 shall apply to any 9204 Claim, as hereinafter defined, by a contractor in connection with a public works project.

3. Public Contract Code Section 9204 applies to contracts entered into on or after January 1, 2017.

4. "9204 Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

   a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by City under the Contract.

   b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

   c. Payment of an amount that is disputed by the City.

5. "Contractor" is defined in section 1.01 above.

6. "City" is defined in section 1.01 above.

7. "Public work" and "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

8. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who is either in direct contract with Contractor or is a lower tier subcontractor.

9. City's Receipt of a 9204 Claim; Governing Body Approval; Undisputed Amount Payment:

a. Upon receipt of a 9204 Claim, the City shall conduct a reasonable review of the 9204 Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the 9204 Claim is disputed and what portion is undisputed. The City and the Contractor may, by mutual agreement, extend the time period provided in Section 9204(d).

b. The Contractor shall furnish reasonable documentation to support the 9204 Claim in accordance with GC 3.04, 6.03, 6.06, 6.08, 7.10, 10.02 and this Article 15.

c. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the 9204 Claim, and the governing body does not meet within the 45-day period or within the mutually agreed to extension of time following receipt of a 9204 Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

d. Any payment due on an undisputed portion of the 9204 Claim shall be processed and made within sixty (60) days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

10. Informal Conference to Meet and Confer; Nonbinding Mediation:

a. If the Contractor disputes the City's written response, or if the City fails to respond to a 9204 Claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

b. Within ten (10) business days following the conclusion of the meet and confer conference, if the 9204 Claim or any portion of the 9204 Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the 9204 Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the 9204 Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the 9204 Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the 9204 Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the 9204 Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the 9204 Claim remaining in dispute shall be subject to applicable procedures outside Public Contract Code Section 9204.

c. For purposes of Public Contract Code Section 9204, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in Public Contract Code Section 9204.

d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to Public Contract Code Section 9204 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

e. Public Contract Code Section 9204 does not preclude the City entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Public Contract Code Section 9204 does not resolve the parties' dispute.

11. Failure by the City to respond to a 9204 Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Public Contract Code Section 9204 shall result in the 9204 Claim being deemed rejected in its entirety. A 9204 Claim that is denied by reason of the City's failure to have responded to a 9204 Claim, or its failure to otherwise meet the time requirements of Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the 9204 Claim or the responsibility or qualifications of the Contractor.

12. Amounts not paid in a timely manner as required by Public Contract Code Section 9204 shall bear interest at seven (7) percent per annum.

13. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a 9204 Claim against the City because privity of contract does not exist, the Contractor may present to the City a 9204 Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a 9204 Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the 9204 Claim be presented to the City shall furnish reasonable documentation to support the 9204 Claim in accordance with GC 3.04, 6.03, 6.06, 6.08, 7.10, 10.02 and this Article 15. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the 9204 Claim to the City and, if the Contractor did not present the 9204 Claim, provide the subcontractor with a statement of the reasons for not having done so.

14. A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a 9204 Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order (See Article 6 above), claim (See Paragraphs 3.04 and 7.10 above), and dispute resolution procedures and requirements (See Paragraphs 15.03 - 15.06) in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Public Contract Code Section 9204.

15. Nothing in Public Contract Code Section shall 9204 impose liability upon the City when it

makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

15.02 PUBLIC CONTRACT CODE SECTIONS 20104 – 20104.6 ("ARTICLE 1.5") RESOLUTION OF CONSTRUCTION CLAIMS PROCESS

Click the following link for the full text of Article 1.5:

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=1.&article=1.5

15.03 MUTUAL AGREEMENT FOR CONSOLIDATED CLAIMS REVIEW AND DISPUTE RESOLUTION PROCEDURES

In order to avoid potential duplication of claims review and dispute resolution procedures, by submitting a bid and signing the Contract, Contractor agrees that all claims subject to Article 1.5 shall be governed by the definitions and timelines for review and mediation established in Public Contract Code Section 9204 set forth in 15.01 above.

15.04 SUBMISSION OF CLAIMS

A. By Contractor

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim or deemed rejection should Director return an invalid claim without decision as provided in Paragraph 7.10.D. Contractor shall submit a written Statement of Dispute to the Director within seven (7) calendar days after the Director rejects all or a portion of Contractor's initial claim. Contractor's Statement of 9204 Claim Dispute shall be signed under penalty of perjury under the laws of the State of California and shall state with specificity the events or circumstances giving rise to the 9204 Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Contract. Such Statement of 9204 Claim Dispute shall include adequate supporting data to substantiate the disputed Claim in accordance with GC 3.04, 6.03, 6.06, 6.08, 7.10, 10.02 and this Article 15. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance and a CPM schedule Fragnet. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

B. By City

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

C. Claims Defined

The term “claims” as used herein shall be as defined in California Public Contract Code Section 20104(b)(2).

15.05 9204 CLAIMS DISPUTE RESOLUTION PROCESS

The parties shall utilize the 9204 Claims Dispute Resolution Process as provided in Paragraphs 15.01 and 15.03 above.

A. Deferral of Claims

Following the completion of the meet and confer process, the parties may reach mutual agreement for the final resolution of the 9204 Claim to be deferred pending Final Completion of the Work. In such event, all 9204 Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the requirements of the Contract and Public Contract Code Section 9204. Nothing contained in this Article 15 shall be interpreted as limiting the parties’ rights to continue informal negotiations of 9204 Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

B. Direct Negotiations

Notwithstanding Contractor’s participation in dispute resolution proceedings or other claims procedures under the Contract, such proceedings are in addition to Contractor’s obligation to present a written Government Code claim, in accordance with Section 900 et seq. of the California Government Code, which is a prerequisite to filing a lawsuit for money or damages against City.

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City’s right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

C. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

D. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.06 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

15.07 NOTICE OF THIRD PARTY CLAIMS.

The City shall provide Contractor with prompt written notice of the receipt of any third-party claim relating to the Contract by sending a copy of the third-party claim to Contractor at the address indicated in the Agreement.

[END OF ARTICLE]

ARTICLE 16
ACCOUNTING RECORDS

16.01 MAINTENANCE OF RECORDS

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); back charge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

16.02 ACCESS TO RECORDS

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours' notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to five percent (5%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

16.04 SPECIFIC ENFORCEMENT BY CITY

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits

and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.01 COMPLIANCE WITH APPLICABLE LAWS

A. Notices, Compliance

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

B. Taxes, Employee Benefits

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

C. Notice of Violations

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director and Architect shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

D. Campaign Contributions

1. Glendale Municipal Code Section 1.10.060 places limitations on Contractor's and its subcontractors' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:
   a. A contractor (including a subcontractor)— who has a contract with the City of Glendale, Glendale Successor Agency or Glendale Redevelopment Agency, or

the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency or Redevelopment Agency, or Housing Authority— from making a contribution to a City Council member, Successor Agency member or Redevelopment Agency member, Housing Authority member, City Clerk, or City Treasurer; and

b. A City Council member, Successor Agency member or Redevelopment Agency member, or Housing Authority member from voting on a matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

2. Contractor acknowledges that even though Contractor was not subject to Municipal Code Section 1.10.060 when Contractor received its Contract (because the Contract was awarded through a competitive bidding process), Contractor still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when later amendments or modifications to the Contract require discretionary approval by the City Council, Successor Agency or Redevelopment Agency, or Housing Authority.

3. Contractor represents and certifies that:

a. Contractor has read and fully understands the provisions of Municipal Code Section 1.10.060;

b. Contractor and its subcontractors will fully comply with Municipal Code Section 1.10.060;

c. Contractor will not: (i) make a prohibited campaign contribution to an individual holding City elective office; or (ii) otherwise violate Municipal Code Section 1.10.060; and

d. Contractor will timely complete, return, and update one or more disclosure or reporting forms that City provides.

17.02 OWNERSHIP OF DESIGN DOCUMENTS

A. Property of City

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are granted a limited, non-exclusive license, revocable at will of City, to use and reproduce applicable portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their permitted successors, assigns and legal representatives.

A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.

B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under

the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW AND JURISDICTION

A. California's laws govern the Contract Documents' construction and interpretation, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation.

B. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Glendale, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF ARTICLE]

APPENDICES

Appendix 1	**Performance Bond**
Appendix 2	**Payment Bond**
Appendix 3	**Notice to Proceed**
Appendix 4	**Change Order Form**
Appendix 5	**Or Equal Substitution Form**
Appendix 6	**Statutory Forms of Waiver and Release Upon Payment**
Appendix 7	**DAS Form 140**
Appendix 8	**DAS Form 142**
Appendix 9	**DLSE Form PW26**
Appendix 10	**Summary of Solid Waste Disposal and Diversion Form**

APPENDIX 1

PERFORMANCE BOND

Bond No.: _____
Premium Amount: $ _____
Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has awarded to

   _____
   (Name, address, and telephone of Contractor)

   _____ ("Principal"),
   a Contract (the "Contract") for the Work described as follows:

   Specification No. _____: _____ in Glendale, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's faithful performance of the Work.

3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

_____
(Name, address, and telephone of Surety)

_____ ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ _____ Dollars ($_____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

_____
(Name, address, and telephone)

_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.

3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.

5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.

6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.

7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:	SURETY:
_____ (Company Name)	_____ (Company Name)
_____ (Signature)	_____ (Signature)
By:_____ (Name)	By:_____ (Name)
Its:_____ (Title)	Its:_____ (Title)
Address for Serving Notices or Other Documents:	Address for Serving Notices or Other Documents:
_____	_____
_____	_____
CORPORATE SEAL	**CORPORATE SEAL**

- *THIS BOND MUST BE EXECUTED IN TRIPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND AMOUNT OF BONDED SUM:	APPROVED AS TO FORM:
By_____ General Manager, GWP	By_____ City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____,

before me, _____(name), a Notary Public for said County, personally appeared (name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of

_____, and acknowledged to me that he/she subscribed the name of thereto as principal, and their own name as attorney in fact.

_____
Notary Public

SEAL

APPENDIX 2

PAYMENT BOND

(LABOR AND MATERIALS)

Bond No.: _____
Premium Amount: $ _____
Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has awarded to

   _____
   (Name, address, and telephone of Contractor)

   _____ ("Principal"),
   a Contract (the "Contract") for the Work described as follows:

   Specification No. _____: _____ in Glendale, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.

3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

_____
(Name, address, and telephone of Surety)

_____ ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ _____ Dollars ($_____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

_____
(Name, address, and telephone)

_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 9566, or any successor legislation, applies.

2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.

3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.

4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:	SURETY:
_____	_____
(Company Name)	(Company Name)
_____	_____
(Signature)	(Signature)
By:_____	By:_____
(Name)	(Name)
Its:_____	Its:_____
(Title)	(Title)
Address for Serving Notices or Other Documents:	Address for Serving Notices or Other Documents:
_____	_____
_____	_____
CORPORATE SEAL	**CORPORATE SEAL**

- *THIS BOND MUST BE EXECUTED IN TRIPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE PRICNIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND AMOUNT OF BONDED SUM:	APPROVED AS TO FORM:
By_____	By_____
General Manager, GWP	City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____,

before me, _____(name), a Notary Public for said County, personally appeared (name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of

_____, and acknowledged to me that he/she subscribed the name of thereto as principal, and their own name as attorney in fact.

_____
Notary Public

SEAL

APPENDIX 3

NOTICE TO PROCEED

Issuance Date:
_____, 20___

_____
_____
_____

Subject Project: Proposed Grayson Repowering Project Unit 9 Separation
Specification No. 3904 Contract No. _____

Upon receipt of this letter, you are hereby authorized to proceed with the Work for the Subject Project.

You shall begin the Work on: _____, 20___ ("Date of Commencement"). You shall complete the Work within _____ calendar days from the Date of Commencement, in accordance with the provisions of Article 3 of the Contract.

Please note that you will not be allowed to start any activity: (1) without the prior approval of the required submittals, and (2) before the Date of Commencement.

Please reference the City contract number on all correspondence and on all monthly payment requests.

Please complete the information below and return this document to:

Glendale Water & Power Department
141 N. Glendale Avenue, Level 4
Glendale, CA 91206
ATTN: Project Manager: Rostamik Chetin

The City of Glendale Water & Power Department is pleased to have you as a partner in this effort.

Sincerely,

_____
Mark Young
General Manager, Glendale Water & Power

Contractor: Please complete the information below.

Contractor received this Notice to Proceed on: _____, 20___

_____ _____, 20___
Contractor's Signature Date Signed

_____
Contractor's Name

_____
Contractor's Address City State Zip Code

APPENDIX 4

CITY OF GLENDALE CALIFORNIA

Glendale Water & Power Department 141 N. Glendale Avenue, Glendale, California 91206

CONTRACT CHANGE ORDER

Date:

Project: Proposed Grayson Repowering Project Unit 9 Separation

Subject:

To:

Contract Number:

Change Order Number:

Contractor Telephone:

Contractor Fax:

Reference:

Attention:

From:

Description of Change (additional sheets attached) ☐

Reason for Change (additional sheets attached) ☐

Distribution

Contractor ☐ *Consultant* Division ☐ Project Manger ☐ Project Administrator ☐ Other _____

C-410 Revised 03/22/11

CITY OF GLENDALE
CONTRACT CHANGE ORDER

The change results in the following adjustment of Contract Price and/or Time:

Approved Contract Amount……..…….

Net Change by Previously Authorized Change Orders ……...……. (……%)

This Change Order (increase/decrease) …….…… (……%)

Total Change Order including this Change Order ……. (……%)

Contract Price after Change Order ……..……

Account/Program Numbers

Contract Time prior to Change Order

Net Increase (Decrease) in Days Authorized by this Change Order

Current Contract Time including this Change Order

Contractor is hereby directed to make the herein-described changes and/or perform said herein-described work in connection with above reference project. All new work shall conform to the applicable provisions of the plans and specifications, except as specifically modified by the Contract Change Order.

This Change Order No. _____ to Specification No. _____ constitutes full and complete compensation for all costs associated with the above changes inclusive of insurance, contractors profit, direct and indirect overhead, extended office overhead, bonds, supervision, labor, materials and equipment. All other costs are non-compensable.

All other provisions, requirements, terms and conditions contained in the above referenced Contract remain in full force and effect. This Change Order is not valid until signed by both City and Contractor.

Attachments: (List attached documents that support Change Order)

City of Glendale		Contractor	
Prepared By		Accepted By	
_____	_____	_____	
Project Manager/Construction Manager	Date	Name of Contractor	
Approved By			
_____	_____	_____	_____
Division Director [when required]	Date	Contractor Representative	Date
Additional City Approvals			
_____	_____	_____	
	Date	Title	
_____	_____		
	Date		
_____	_____		
	Date		

APPENDIX 5

SUBSTITUTION REQUEST FORM

Project: _____

Location: _____

TO: City of Glendale, Glendale Water & Power Department, _____,Project Manager

FROM: _____

1. Section, Paragraph and Page Number of Specification or Drawing to which this request applies:

   _____

2. Item specified for which substitution is requested:

   Name or Brand: _____

   Manufacturer: _____

   Catalog No.: _____

3. The proposed substitution is:

   Name or Brand: _____

   Manufacturer: _____

   Catalog No.: _____

4. Requests for substitution must be submitted no later than fifteen (15) calendar days prior to the Bid Deadline. No substitution request will be considered by the City without a completed Substitution Request Form and substantiating data. Contractor shall attach hereto complete technical data, including technical information, complete manufacturer's catalogs, brochures and drawings, certified laboratory test reports and samples as applicable for the proposed substitution, installation and operating instructions, manufacturing warranties and other descriptive material. No other substitution request submitted after the Notice to Proceed will be considered by the City except as provided in the General Conditions or as otherwise requested in writing by the City.

5. Reasons for substitution request:

   _____

   _____

   _____

6. Detailed comparison of significant qualities and properties (size, weight, durability, performance and similar characteristics) including the visual effect where applicable, for the proposed substitution in comparison with original requirements includes (list detailed comparison with supporting data, use separate sheets if required):

   _____

   _____

   _____

7. Installation changes and changes to Drawings and Specifications required by the proposed substitution are (list all required changes, use separate sheets if required):

_____

_____

_____

8. Does this substitution affect dimensions shown on Drawings?

Yes _____ No _____

If yes, clearly indicate changes on each Drawing by Sheet No.:

_____

_____

_____

9. List the effects of the proposed substitution on other parts of the Work or on separate contracts, including required changes in Drawings, dimensions, engineering and detailing costs and effect on other trades.

_____

_____

_____

10. What effect does substitution have on applicable code requirements?

_____

11. Identify differences between the proposed substitution and the specified item.

_____

_____

_____

12. Attach a copy of manufacturer's warranty, manufacturer's guarantees and warranties of proposed and specified items are:

Same _____

Different _____

(Explain on attachment.)

Manufacturer shall provide a letter stating the fitness for intended use, and performance equivalence with the specified item.

13. List the name and address of three similar projects (not necessarily installed by Contractor) on which the proposed product was used and date of installation:

(i) Name of Project: _____

Address: _____

Date of Installation: _____

(ii) Name of Project: _____

Address: _____

Date of Installation: _____

(iii) Name of Project: _____

Address: _____

Date of Installation: _____

14. Use of the substitution will cause the Contract Time to be:

Same _____

Different _____
(Explain on attachment.)

15. Use of the substitution will affect the critical path of the Schedule as follows (identify any proposed adjustment to the Contract Time):

_____
_____
_____

16. Reduction in the Contract Sum of $ _____will result from use of the substituted item.

17. Estimated cost of any engineering, design or agency fees required for work of all trades directly or indirectly affected by the substitution is: $_____.

18. The date by which City must accept this Request in order for the time and cost estimates in Paragraphs 14 and 16 to remain valid is:
_____.

19. Contractor Affidavit. The undersigned, having thoroughly investigated the proposed substitution represents, certifies and declares, under penalty of perjury under the laws of the State of California that:

(1) Contractor has personally investigated the proposed substitution and determined that it is equal or superior in all respects to the material, product, thing or service specified except as specifically noted:

_____;

(2) Contractor will provide the same warranty and correction responsibility for the proposed substitution that the Contractor would have provided for that specified;

(3) The cost data presented is complete and includes all related costs under this Contract except any redesign costs and agency fees;

(4) Contractor will pay redesign, engineering, detailing, special inspection costs and agency fees caused by the use of this substitution;

(5) Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

(6) Contractor waives all claims for additional costs relating to the substitution which may subsequently become apparent; and

(7) Contractor assumes all responsibility for direct or indirect costs and/or time impacts as a result of the use of the substitution.

Executed this _____ day of _____ 20___, at _____, California.

_____
Signature

_____
Type or print Name

Submitted by:

_____
(Firm)

_____
(Address)

For use by City:
___ Accepted ___ Accepted as noted

___ Not Accepted ___ Rejected as late

_____
(By)

APPENDIX 6

STATUTORY FORMS OF WAIVER AND RELEASE UPON PAYMENT

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
[California Civil Code § 8132]

EFFECTIVE JULY 1, 2012

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATSIFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
[California Civil Code § 8134]

EFFECTIVE JULY 1, 2012

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN< STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
[California Civil Code § 8136]

EFFECTIVE JULY 1, 2012

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATSIFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
[California Civil Code § 8138]

EFFECTIVE JULY 1, 2012

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

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

APPENDIX 7

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

APPENDIX 8

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name:_____

Address:_____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project:_____

Address:_____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm
DAS 142 (Revised 04/14)

APPENDIX 9

Statement of Employer Payments

Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

PENSION

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

TRAINING

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY_____ MONTHLY_____ QUARTERLY_____ ANNUALLY_____

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

PW 26

APPENDIX 10

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION FORM

Project Title: _____, Specification No. _____

Type of Material	(a) Disposed in Class III Landfills	(b) Diverted from Class III Landfills by Recycling	(c) [Leave This Column Blank]	(d) Disposed in Inert Fills
	Tons/CY	Tons/CY	Tons/CY	Tons/CY
Asphalt				
Concrete				
Metal				
Other Segregated Materials (Describe):				
Miscellaneous Construction Waste				
Total				

Form to be submitted to City of Glendale Integrated Waste

SIGNATURE: _____

TITLE: _____

DATE: _____

Proposed Grayson Repowering Project
Unit 9 Separation
Technical Specifications

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