



9.40

July 23

DEPARTMENT OF
GENERAL SERVICES

FACILITY MANAGEMENT
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING ONE
SACRAMENTO, CA
95822-3699

916-449-5445
FAX 916-395-3250

DUANE J. WRAY
FACILITY MANAGER

CONTRACT DOCUMENTS
FOR
SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION
1515 J STREET, SACRAMENTO 95814
ORG. PA46

APPROVED
BY THE CITY COUNCIL

JUL 23 1991

OFFICE OF THE
CITY CLERK

For Information Call:
Mike George, Project Manager
(916) 449-6745

PLANS INCLUDED

Non-Refundable Fee
For Plans and
Specifications: \$15.00

SACRAMENTO
CALIFORNIA

Bids to be received: October 8, 1991

Pre-Bid Walk-Throughs: September 6, 1991 at 10:00 a.m.
September 13, 1991 at 10:00 a.m.
At the Memorial Auditorium,
1515 J Street, Sacramento

* Attendance to the walk-thru is mandatory.

PROJECT MANUAL
TABLE OF CONTENTS

	<u>Pages</u>
Invitation to Bid	1 only
Instructions to Bidders	1 - 4
Greater Sacramento Area Plan (GSAP)	1 - 5
Bid Proposal Form B	1 - 3
Bid Proposal Guarantee	1 only
Subcontractor Form	1 only
South Africa Divestment Form	1 only
DBE, MBE, WBE Program Statement	1 - 2
Drug Free Workplace Agreement	1 only 1 - 4
Performance Bond	1 only
Payment Bond	1 only
Worker's Compensation Certification	1 only
Certificate of Insurance	1 only
Schedule of Values	1 only
Pay Request Application	1 only
Guarantee	1 only
Monthly Utilization Report	1 - 2
Payroll Form SCLC-347	1 only
General Conditions	1-1 thru 8-2
 <u>Specifications</u>	
1.0 Introduction	
1.1 Historical Overview	
1.2 Summary of Work	
 <u>Technical Specifications</u>	
Pipe Organ Specifications	1 thru 6

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 AM on OCTOBER 8, 1991 and will be opened at 10:30 AM, or as soon thereafter as business allows, in the Council Chambers, City Hall for: SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION (PA46)
1515 J STREET, SACRAMENTO, CA

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Chapter 58 of the Sacramento City Code.

Proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for

SACRAMENTO MEMORIAL AUDITORIUM PIPE ORGAN RESTORATION (PA46)

Copies of the Contract Documents are available at the

CITY CLERK'S OFFICE
915 I STREET
ROOM 304
SACRAMENTO, CA 95814

A non-refundable fee of: (\$ 15.00) will be charged.

In the case of a Public Project as defined by Sacramento City Code Section 58.101, Contractors, and Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk.

Pursuant to Sacramento City Code Section 58.701, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders.

The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City.

VALERIE BURROWES
CITY CLERK

To be considered, proposals must be made in accordance with these Instructions to Bidders.

1.0 CONTRACT DOCUMENTS

Bidder may obtain the Contract Documents from the:

City Clerk's Office
915 "I" Street, Room 304
Sacramento, CA 95814

(Non-refundable fee of \$ 15.00)

The Contract Documents may be examined by appointment only at the Department of General Services, Facility Management, 5730 24th Street, Building One, Sacramento, CA 95822-3699, (916) 449-5977, and at the following locations:

Bullders Exchange of Alameda Co. 3055 Alvarado St., San Leandro, CA 94577
California Builder & Engineer, P.O. Box 10070, Palo Alto, CA 94303
Construction Data & News, 1791 Tribute Rd. Suite D, Sacramento, CA 95815
Contra Costa Builders Exchange, 115 Aspen Drive, Pacheco, CA 94553
Daily Construction Service, P.O. Box 3019, San Francisco, CA 94119
Daily Pacific Builders Exchange, 221 Main St., 8th Floor, San Francisco, CA 94110
El Dorado Builders Exchange, 415 Placerville Drive, Ste. U, Placerville, CA 95667
Minority Business Exchange, 926 Natoma, San Francisco, CA 94103
Nevada County Builders Exchange, 150-B S. Auburn St., Grass Valley, CA 95945
Peninsula Builders Exchange, 735 Industrial Way, San Carlos, CA 94070
Placer County Contractor Association, 1101 High Street, Auburn, CA 95603
Sacramento Builders Exchange, 1331 T Street, Sacramento, CA 95814
Sacramento Minority Business Development Center,
1779 Tribute Road, Ste. J, Sacramento, CA 95815
San Francisco Builders Exchange, 850 South Van Ness Ave., San Francisco, CA 94110
Shasta Builders Exchange, 2410 Larkspur Lane, Redding, CA 96002
Stockton Builders Exchange, 7500 N. West Lane, Stockton, CA 95210
United Minority Business Entrepreneurs, Inc.
3871 Security Park Dr., Rancho Cordova, CA 95742
Valley Contractors Exchange, 1641 Colusa Highway, Yuba City, CA 95991

2.0 EXAMINATION

The Bidder is required to carefully examine the site of the proposed Work and the Contract Documents. The submission of a Bid Proposal shall be prima facie evidence that the Bidder has made such an examination and is satisfied concerning the character, quality and quantity of Work to be done and materials to be furnished.

3.0 QUESTIONS AND RESOLUTION OF DISCREPANCIES

Submit written questions about the Contract Documents to:

Department of General Services, Facility Management Division
5730 24th Street, Building One
Sacramento, CA 95822-3699
Attention: Construction Contract Officer

Written replies, as determined necessary by the City, will be issued to all Bidders in the form of Addenda to the Contract Documents. Such Addenda will become a part of the Agreement. The City will not issue oral clarifications. Questions received less than five working days before the scheduled bid opening will not be answered.

4.0 BASIS OF BID

The Bidder shall include unit cost items and alternatives (if required) shown on the Bid Proposal forms; failure to comply may be cause for rejection. No segregated proposals or assignments will be considered.

By submission of a Bid Proposal, the Bidder certifies that it is aware and agrees that the entire contents of the Contract Documents will constitute the Agreement. Bidder certifies that it has had the opportunity to review all the Contract Documents and accepts all terms and conditions thereto. Failure of the Bidder to accept this obligation may result in the cancellation of any award. Any damages incurred by the City as a result of bidder's failure to accept all contractual obligations may be recovered by the City.

5.0 BIDDER'S QUALIFICATIONS

Every Bidder shall hold a valid California Contractor's license in good standing which shall be registered to exactly the same individual, firm, partnership, joint venture, corporation or other legal entity as that executing the Bid Proposal. The Bidder's contractor's license shall be of a class which permits its holder to do the type of Work contemplated in the project as of the date the Bid Proposal is submitted and such license shall be maintained in good standing for the duration of the Work. The Bidder shall indicate the contractor's license number in the space provided for that purpose on the Bid Proposal Form.

Every Bidder shall perform with their own organization and with the assistance of workers under their immediate superintendence work of a value not less than twenty percent (20%) of the total amount of the Bid Proposal.

6.0 PREPARATION OF BID PROPOSAL

Bid Proposals must be submitted on the unaltered forms contained in the Project Manual. The Bid Proposal shall be completed legibly and shall be properly executed and signed. Signatures of persons signing shall be in longhand, with name typed below signature. Bid Proposals submitted by corporations shall be signed by a duly authorized officer. Numbers shall be stated both in writing and in figures.

7.0 BID PROPOSAL GUARANTEE

The Bid Proposal shall be accompanied by a corporate surety bond in the form attached hereto, or by a certified check from a local financial institution, made payable on sight to the Finance Director, City of Sacramento, or other security acceptable to the City, the amount of which shall be not less than 10% of the base or lump sum bid for the proposed Work. No Bid Proposal will be considered unless accompanied by such bond, check or other acceptable security.

After proposals have been received and reviewed by the City, Bid Proposal Guaranties will be returned to the respective Bidders except those submitted by the two lowest responsive and responsible Bidders. The two lowest responsive and responsible Bidders' Bid Proposal Guaranties will be returned after award of the Agreement and the successful Bidder has executed the Agreement and has filed satisfactory bonds and proof of insurance as specified. If no award has been made, security will be returned after all Bid Proposals have been rejected. If the successful Bidder fails to execute the Agreement within 10 days

of the award, the proceeds of such bond, check or other acceptable security will be retained by the City as damages unless the City Council, by resolution, approves the return of said security.

Notwithstanding the foregoing, any Bid Proposal of less than \$25,000.00, including all alternatives, will not require any Bid Proposal Guarantee.

8.0 SUBCONTRACTORS

The name, address, class of Work, dollar value of Work, license number, type and expiration date of all Subcontractors that the Bidder proposes to use on the Work shall be listed in the space provided on the Subcontractor Form. The Bidder shall list only one Subcontractor for each portion of the Work as is defined by the Bidder in the bid. All Subcontractors listed will perform with their own organization and with the assistance of workers under their immediate superintendence work of a value not less than fifty percent (50%) of the specified class of work. If a Bidder fails to specify a Subcontractor or if a Bidder specifies more than one Subcontractor for the same portion of the Work, the Bidder agrees that it is fully qualified to perform that portion and will perform that portion.

The successful Bidder shall not, without the written consent of the Subcontractor listed and the City, substitute any person or entity or in place of the Subcontractor listed on the Subcontractor Form.

9.0 DELIVERY OF BID PROPOSAL

All Proposals shall be delivered to the City Clerk by the time set forth in the Invitation to Bid. The Bid Proposal shall be enclosed in the envelope provided by the City for that purpose. The envelope shall be sealed and marked on the outside as indicated in the Invitation to Bid.

10.0 OPENING OF BIDS

Bids will be opened and read aloud publicly at the time and place set forth in the advertised "Invitation to Bid". Bidders or their authorized representatives may be present at the opening of bids.

11.0 REJECTION OF PROPOSALS

The City reserves the right to reject any and all bids.

Proposals containing omissions, alterations of form, additions of conditions not called for, conditional or alternate bids unless called for, bids or proposals otherwise regular which are not accompanied by bid security, will be considered irregular and may be rejected. The City reserves the right to waive technicalities as to changes, alterations or reservations, and to make the award in the best interest of the City.

12.0 AWARD OF AGREEMENT

Pursuant to Sacramento City Code Section 58.102, the City may award the Agreement to the lowest responsive and responsible Bidder. The City shall, at any time within eighty (80) days after the date set for the opening of bids, either award the Agreement or reject bids.

13.0 EXECUTION OF AGREEMENT

No Agreement is binding upon the City until it has been executed on behalf of the City by the City Manager and attested by the City Clerk.

The individual, firm, partnership, joint venture, corporation or other legal entity to whom or to which the Agreement has been awarded, shall sign the necessary documents, enter into the Agreement and shall furnish the surety bonds and insurance certificates required within ten (10) calendar days after receipt of the notice of award of Agreement. A sample form of Agreement is included in the Project Manual. This document is for illustrative purposes and should not be signed. Bidder will begin work within fifteen (15) days after receipt of written Notice to Proceed from City to Contractor.

Failure to comply with any of the requirements of these Instructions to Bidders, to execute the Agreement as prescribed, or to furnish the required Performance and Payment Bonds, may be cause for the annulment of the award. In the event of an annulment of the award because of such failure to comply by the Bidder, the bid security shall become the property of the City, not as a penalty, but as liquidated damages. Award may then be made to the next lowest qualified Bidder, or the Work may be re-advertised, as determined by City.

14.0 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall be required to furnish a Faithful Performance Bond in the amount equal to one hundred percent (100%) of the Agreement Price and a Payment Bond in an amount equal to one hundred percent (100%) of the Agreement Price. Said bonds shall be secured from a surety company satisfactory to the City of Sacramento and on the forms included in the Project Manual.

Notwithstanding the foregoing, any Agreement of less than \$25,000.00, including all alternatives, will not require any Performance and Payment Bonds.

15.0 LAWS AND REGULATIONS

Applicable Federal and State laws, municipal ordinances and the rules and regulations of authorities having jurisdiction over construction of the project shall apply to the Contract Documents throughout and are incorporated in the Agreement as though set forth fully therein.

END OF INSTRUCTIONS TO BIDDERS

GREATER SACRAMENTO AREA PLAN (GSAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246).

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and all subcontractors be signatory to the Plan in order to be eligible for an award of a City Agreement. Additional information regarding the Plan is available at its headquarters office located at 2220 Watt Avenue, Suite B-5, Sacramento, CA 95825, telephone: (916) 489-3685.

1. As used in these specifications:
 - a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra and Yolo.
 - b. "Director" means Director of GSAP or any person to whom the Director delegates authority.
 - c. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (3) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$25,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in the policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings; persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable; provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and females construction contractors and suppliers, including circulation of solicitations to minority and female contractor association and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A goal for minorities of 17.5 % and a goal for women of 6.9% have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contracts Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GSAP REPORTING REQUIREMENTS

- (1) All contracts and subcontracts (over \$25,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 2220 Watt Avenue, Ste. B-5, Sacramento, CA 95825.
- (3) If the Contractor is already required to submit CC 257, there is not need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in non-compliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

END OF GREATER SACRAMENTO AREA PLAN

THE FOLLOWING DOCUMENTS

ARE TO BE COMPLETED AND

SUBMITTED WITH

THE BID PACKAGE

KNOW ALL MEN BY THESE PRESENTS,
That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on OCTOBER 8, 1991 for the Work specifically described as follows:

SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION (PA46)
1515 J STREET, SACRAMENTO, CA

NOW, THEREFORE, if the aforesaid Principal is awarded the Agreement and within the time and manner required under the Contract Documents, enters into a written Agreement, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this _____ day of _____ 19____.

PRINCIPAL

SURETY

Address

Address

NOTARY

NOTARY

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the advertised Notice to Contractors and Instructions to Bidders, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required to:

**MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION
1515 J Street
Sacramento, CA 95814**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following sum:

A. BASE PROPOSAL, PHASE I, REMOVAL:

_____ DOLLARS
(\$ _____).

B. ALTERNATE:

The Contractor shall price the following Alternate, stating the amount to be added or deducted from the Base Bid Proposal. The City reserves the right to award the Agreement on the basis of the Base Bid Proposal alone, or with the Alternate. Failure on the part of any Contractor to list the Alternate may be cause for rejection of the Bid Proposal.

The Alternate shall conform exactly to the Plans and Specifications. See the drawings and specifications for the description of the Alternate.

1. For all additional work for Alternate No. 1, Phase II, Rebuilding and Installation add the sum of:
_____ DOLLARS (\$ _____).

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of SIXTY (60) calendar days for **PHASE I, SIX HUNDRED FORTY-ONE (641)** calendar days for **PHASE II** commencing on the date set forth in the written "Notice to Proceed" issued by the City to the Contractor.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

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

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal, including the Alternate.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe his signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ _____) not less than ten percent (10%) of amount Bid Proposal

- _____ CERTIFIED CHECK
- _____ MONEY ORDER
- _____ CASHIER'S CHECK
- _____ BID BOND
- _____ OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

(Print or Type)

Title _____

Firm _____

Address _____

Telephone No. _____

Fax No. _____

Date _____

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos. - Fed. _____ State _____

City of Sacramento Business License No. _____

For any person or entity who submits a Bid Proposal, all such information shall be submitted under penalty of perjury.

WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in 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, 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 employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: _____ Contractor _____

By _____
Signature

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
FACILITY MANAGEMENT DIVISION

SUBCONTRACTOR FORM

The following is required concerning all sub-bidders:
The Bid Proposal may be considered nonresponsive if all entries are not complete.

NAME SUBCONTRACTOR	STREET ADDRESS OF SHOP, MILL, OR OFFICE	CLASS OF WORK	\$ VALUE OF WORK TO BE DONE	CONTRACTORS LICENSE NO.	LICENSE TYPE & EXPIRATION DATE



THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL DOCUMENTS

**CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT**

The undersigned hereby declares, under penalty of perjury, as follows:

My name is _____
Printed name

I am employed by _____
hereafter referred to as "the firm".

I am the _____ of the firm, and as such I am authorized to make this declaration.

The Contractor/Consultant as a material provision of this agreement, represents to the City that Contractor/Consultant is not a business firm organized under the laws of South Africa or Namibia, and is not an agent, representative or political subdivision of the government of South Africa or Namibia. As a further material provision of this agreement, Contractor/Consultant agrees that it has not and will not agree to subcontract with, sublet to, license or otherwise allow another business firm to utilize the facility owned or operated by the City if such other business firm is an agent, representative, or political subdivision of the government of South Africa or Namibia, or is a business firm organized under the laws of South Africa or Namibia.

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

Executed on _____ at _____

Signature

Title

**CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), and
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)**

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible Bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's, MBE'S and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority and Women-Owned Business Enterprises.

Therefore, Bidders who are awarded City contracts agree to ensure DBE, MBE and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE and WBE firms have maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors, and their subcontractors who feel they may qualify as a Minority or Women-Owned Business Enterprise are encouraged to complete a bidder's application M/WBE Certification form which is available at:

**Minority/Women-Owned Business
Enterprise Program
5730 24th Street, Building #4
Sacramento, CA 95822
(916) 449-8505**

3. For certification as a Disadvantaged Business Enterprise contact:

**Department of Transportation
Office of Civil Rights
120 N Street, Room 3400
Sacramento, CA 95814
(916) 323-6638**

4. Please indicate whether or not the Bidder is a "Certified" Disadvantaged, Minority and/or Women-owned Business enterprise.

A. Yes [] No [] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration date: _____

- B. If no, will certified Disadvantaged, Minority and/or Women owned subcontractors be used to perform any or all of the Agreement? If so, please state name of firm, service or commodity to be provided and the % of Agreement responsibility.

**NAME OF
SUBCONTRACTOR**

**SERVICE or
COMMODITY**

**VALUE or % of
RESPONSIBILITY**

NAME OF SUBCONTRACTOR	SERVICE or COMMODITY	VALUE or % of RESPONSIBILITY

C. Describe any program Bidder has or steps Bidder has taken to ensure that DBE, MBE and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

EXCEPTION: _____
Date Violation Type Place of Occurrence Yes No
Was Employed By This Firm.
If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: _____

BY: _____ **Date:** _____
Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

THE FOLLOWING DOCUMENTS

ARE TO BE COMPLETED AND

SUBMITTED ONLY IF

AWARDED THE

CONTRACT

THIS AGREEMENT, dated for identification as of _____, 19____, is
between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and

(hereinafter called the "Contractor").

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

1.0 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and each of the following documents, which are incorporated herein by reference:

Invitation to Bid	Performance Bond
Instructions to Bidders	Payment Bond
Greater Sacramento Area Plan	Workers Compensation Certificate
Contractor's Bid Proposal Form	Certificate(s) of Insurance
Bid Proposal Guarantee	Schedule of Values
Subcontractor Form	Guarantee
Sacramento City Code Chapter 58	General Conditions
South African Divestment Affidavit	Supplementary Conditions (if any)
DBE, MBE, WBE Program Statement	Division 1
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Addenda (if any)	Drawings

The table of contents, titles and headings contained within the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

2.0 DEFINITIONS

Unless specifically provided otherwise herein, words and phrases defined in the General Conditions will have that meaning and intent throughout the Contract Documents.

3.0 SCOPE OF AGREEMENT

Contractor agrees to furnish tools, equipment, apparatus, facilities, labor, materials, supervision and transportation necessary, to perform and to complete the Work, to the satisfaction of the City, as indicated, detailed and described in the Contract Documents entitled:

including any alternative Bid Proposal items described in the Bid Proposal Proposal Form and accepted by the City.

4.0 AGREEMENT AMOUNT AND PAYMENTS

City agrees to pay, and Contractor agrees to accept, in full payment for the above Work, the sum of

_____ DOLLARS (\$ _____),

which sum will be paid according to the Progress Schedule, the Schedule of Values and in the manner set forth herein and subject to additions, deductions and withholding as provided in the Contract Documents.

5.0 COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work on or before fifteen (15) calendar days from the date of receipt of written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site, including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection or installation of the Work. Said Notice to Proceed will be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. Delays in completion of the Work shall be governed by the Delay and Extension of Time provisions of the General Conditions.

6.0 TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before SEVEN HUNDRED ONE (701) calendar days (hereinafter called the "Completion Date") from the date set forth in the Notice to Proceed unless extensions of time are granted, by City, pursuant to the Extension of Time clause of the General Conditions.

Failure to complete the Work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is and shall be of the essence in these Contract Documents.

7.0 SUBCONTRACT AGREEMENTS

The Contractor shall include in each subcontract agreement a clause incorporating the terms and conditions of the Contract Documents binding the subcontractor and the Contractor in the same manner as the Contractor and City are bound.

8.0 RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from any and all liability, obligations and claims arising under the Contract Documents.

9.0 NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents will operate as a waiver of any provision of the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor will any waiver of any breach of the Contract Documents be held to be a waiver of any other or subsequent breach. Remedies

provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall retain any and all equitable and legal remedies available to it.

10.0 LIQUIDATED DAMAGES

The occurrence and amount of damages that the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, expenses of prolonged employment of an architectural and engineering staff, costs of administration, inspection and supervision and the loss suffered by the public within the City by reason of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor understands, has ascertained and agrees that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work within the times specified:

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire Work by the Completion Date (as extended, if applicable) will be NONE
(\$ 0.00) for each calendar day, continuing to the time at which the Work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

11.0 PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages or other damages as set forth in the Contract Documents, City, in addition to all other remedies provided by law, will have the right to withhold payments which would otherwise be or become due Contractor until the liability of Contractor is finally determined. City will have the right to use and apply such payments, in whole or in part, to reimburse City for damages due or to become due to City. Any remaining balance of such payments will be paid to Contractor only after discharge in full of liability incurred by Contractor under the above section or otherwise. If the sum so retained by City is not sufficient to discharge the liabilities of Contractor, Contractor and Contractor's sureties shall continue to remain liable to City until liabilities are satisfied in full. No failure by City to withhold any payment as herein before specified shall in any manner be construed to constitute a waiver of any right to damages or any right to any such sum.

12.0 INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, and is caused in whole or in part by act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

13.0 CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and Contractor's Surety.

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

CONTRACTOR

Date: _____

By: _____

Title

CITY OF SACRAMENTO,
a municipal corporation

Date: _____

By: _____

City Manager

ATTEST:

City Clerk

ORIGINAL APPROVED AS TO FORM:

City Attorney

FUNDING AVAILABLE:

Accounting Office

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Sacramento, State of California, has conditionally awarded to (here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, an Agreement for Construction of SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION (PA46)
1515 J STREET, SACRAMENTO, CA

In accordance with Drawings and Project Manual prepared therefor, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Contract Documents, and WHEREAS, said Contractor is required under the terms of said Contract Documents to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Sacramento, State of California (hereinafter called the City) as obligee, in the penal sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the above bounden Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract Documents, including the provisions for liquidated damages in the said Contract Documents any changes, additions or alterations thereof made as therein provided, on Contractor's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SIGNED AND SEALED this _____ day of _____ 19____.

(Principal) (seal)

(Surety) (Seal)

By _____

By _____

(Attorney-in-Fact)

Title _____

Title _____

APPROVED AS TO FORM

City Attorney

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sacramento, State of California, has conditionally awarded to (here insert full name and address or legal title of Contractor):

hereinafter called Contractor, an Agreement for the construction of SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION (PA46)
1515 J STREET, SACRAMENTO, CA

in accordance with Drawings and Project Manual prepared therefor, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Contract Documents, and WHEREAS said Contractor is required under the terms of said Contract Documents to furnish a bond in connection with said Contract Documents, providing that if said Contractor, or any subcontractors, shall fail to pay for any materials, provisions, supplies or equipment used, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and all subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such Work and labor, then the Surety on this Bond shall pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the court.

NOW, THEREFORE, the Contractor and (here insert full name and address or legal title of Surety)

as Surety, herein after called Surety, are held and firmly bound unto the City of Sacramento, State of California, (hereinafter called the City) as obligee, in the sum of

_____ DOLLARS(\$ _____)

lawful money of the United States for the payment of which sum, well and truly to be made, the Contractor and Surety bind ourselves, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if said Contractor, Contractor's heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay for any materials, provisions, supplies or equipment used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Section 3181 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations of this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate surety party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____ 19____.

(Principal) (seal)

(Surety) (Seal)

By _____

By _____

Title _____

(Attorney-in-Fact)
Title _____

APPROVED AS TO FORM:

City Attorney

WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in 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, 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 employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: _____ Contractor _____

By _____
Signature

CITY OF SACRAMENTO
CERTIFICATE OF INSURANCE

This is to certify to the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
GENERAL LIABILITY <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ DEDUCTIBLE \$ _____	
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
UMBRELLA LIABILITY <input type="checkbox"/> Umbrella/Excess Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
WORKERS' COMPENSATION <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
FIRE <input type="checkbox"/> Fire & Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
MISCELLANEOUS COVERAGES <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____ BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____	
OTHER COVERAGE (indicate)				

THE FOLLOWING PROVISIONS APPLY:

- None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.
- The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.
- The above policies include a severability of interests clause.
Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

DATE ISSUED: _____
 AUTHORIZED REPRESENTATIVE OF INSURANCE CO.

 (Title)

Address _____

Phone _____



PAY REQUEST APPLICATION

PROJECT: SACRAMENTO MEMORIAL AUDITOIRUM PIPE ORGAN RESTORATION

CONTRACTOR: _____

PURCHASE ORDER NO.: _____ **COST CENTER:** _____

INVOICE NO.: _____ **PERIOD ENDING DATE:** _____

ORIG. CONTRACT AMT. \$ _____

CHANGE ORDER NO. 1 \$ _____

CHANGE ORDER NO. 2 \$ _____

CHANGE ORDER NO. 3 \$ _____

CHANGE ORDER NO. 4 \$ _____

NET CHANGE BY CHANGE ORDERS: \$ _____

TOT ADJUSTED CONTRACT AMT TO DATE: \$ _____

BALANCE OF CONTRACT TO FINISH: \$ _____

TOTAL COMPLETE AND STORED TO DATE: \$ _____

LESS 10% \$ _____

LESS PREVIOUS PAYMENTS: \$ _____

AMOUNT. DUE THIS INVOICE: \$ _____

Submitted
By _____ **Date:** _____

Submit To: Facility Development
5730 24th St. Bldg #1
Sacramento, Ca 95822

Approved
By (Inspector) _____ **Date:** _____

Approved
By (proj mgr.) _____ **Date:** _____

GUARANTEE

We hereby guarantee the: SACRAMENTO MEMORIAL AUDITORIUM
PIPE ORGAN RESTORATION (PA46)
1515 J STREET, SACRAMENTO, CA

which we have constructed or installed for the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: _____

Signed: _____

Printed Name

Company

Address

U. S. DEPARTMENT OF LABOR
Employment Standards Administration, OFCCP

**MONTHLY EMPLOYMENT
UTILIZATION REPORT**

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

MINORITY: _____

FROM: _____

FEMALE: _____

TO: _____

NAME AND LOCATION OF CONTRACTOR

FEDERAL
FUNDING
AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)												9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	M	F	M	F	
		M	F	M	F	M	F	M	F	M	F							
	Journey worker																	
	APPRENTICE																	
	TRAINEE																	
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TOTAL TRAINEES																		
GRAND TOTAL																		

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

PAGE _____
OF _____



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INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- Compliance Agency U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
- Federal Funding Agency U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
- Contractor Any contractor who has a construction contract with the U.S. Government or a contracted funded in whole or in part with Federal funds.
- Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders - both men and women.
- 1. Covered Area Geographic areas identified in Notice required under 41 CFR 60-4.2.
- 2. Employer's Identification Number Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
- 3. Current Goals (Minority & Female) See contract Notification.
- 4. Reporting Period Monthly, or as directly by the compliance agency, beginning with the effective date of the contract.
- 5. Construction Trade Only those construction crafts which contractor employs in the covered area.
- 6. Work-Hours of Employment (a-e)
 - a. The total number of male hours and the total number of female hours worked by employees in each classifications.
 - b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).
- 7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d and 6e divided by column 6a; just one figure for each construction trade).
- 8. Female Percentage For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
- 9. Total Number of Employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
- 10. Total Number of Minority Employees Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.



GENERAL CONDITIONS

**City of Sacramento
Department of General Services
Facility Management**

TABLE OF CONTENTS

ARTICLE 1-DEFINITIONS.....1-1

ARTICLE 2-LABOR REQUIREMENTS, SAFETY, INSURANCE AND REGULATIONS..2-1

2.1. Prevailing Wage.....2-1

2.2. Payroll Records.....2-2

2.3. Apprentices.....2-2

2.4. Skilled Labor.....2-3

2.5. Drug-Free Workplace.....2-3

2.6. Dismissal of Unsatisfactory Employees.....2-4

2.7. Equal Employment Opportunity Laws.....2-4

2.8. Safety.....2-6

2.9. Insurance.....2-7

2.10. Bonds.....2-9

2.11. Pertinent Laws and Regulations.....2-9

2.12. Permits and Business Licenses.....2-10

2.13. Anti-Trust Claims.....2-10

2.14. Patents.....2-10

2.15. Pollution Control.....2-11

ARTICLE 3-RESPONSIBILITIES AND RELATIONSHIPS OF PARTIES3-1

3.1. Authority of City.....3-1

3.2. Authority of City's Consultant(s).....3-1

3.3. Activities Contracted to Other Parties by City.....3-1

3.4. Subcontractors.....3-2

3.5. Delegation of Performance or Assignment of Money Earned.....3-2

3.6. Inspection of the Work.....3-2

3.7. Uniform Code Required Inspections.....3-3

3.8. Rejection.....3-3

3.9. Rights and Remedies.....3-3

3.10. Indemnification.....3-3

ARTICLE 4-INTERPRETATION OF CONTRACT DOCUMENTS.....4-1

4.1. Correlation.....4-1

4.2. Omissions.....4-1

4.3. Conflicts in the Contract Documents.....4-1

4.4. Major Conflicts in the Contract Documents.....4-2

4.5. Additional Detailed Instructions.....4-3

4.6. Product Designation.....4-3

4.7. Reference Standards.....4-4

4.8. Ownership and Use of Contract Documents.....4-4

ARTICLE 5-PROGRESS AND COMPLETION5-1

- 5.1. Notice to Proceed.....5-1
- 5.2. Schedules5-1
- 5.3. Controlling Operation.....5-2
- 5.4. Extensions of Time5-2
- 5.5. Delays.....5-3
- 5.6. City's Right to Stop the Work5-4
- 5.7. Occupancy by the City Prior to Acceptance5-5
- 5.8. Substantial Completion.....5-5
- 5.9. Final Inspection and Final Acceptance of Work.....5-5

ARTICLE 6-QUALITY CONTROL.....6-1

- 6.1. Conduct of Work.....6-1
- 6.2. Materials, Articles and Equipment6-1
- 6.3. Property Rights in Materials6-2
- 6.4. Submittals.....6-2
- 6.5. Substitutions.....6-2
- 6.6. Samples and Tests6-3
- 6.7. Correction or Removal of Defective Work.....6-4
- 6.8. Retention of Defective Work.....6-4
- 6.9. Preservation and Cleaning6-4
- 6.10. Guarantee.....6-5

ARTICLE 7-PAYMENTS AND CHANGES IN THE WORK.....7-1

- 7.1. Payments.....7-1
- 7.2. Retention.....7-3
- 7.3. Substitution of Securities.....7-3
- 7.4. Changes.....7-4
- 7.5. Change Orders - Procedures.....7-5
- 7.6. Change Orders - Labor.....7-6
- 7.7. Change Orders - Materials7-6
- 7.8. Change Orders - Equipment Cost.....7-7
- 7.9. Change Orders - Subcontracts7-7
- 7.10. Change Orders - Mark Ups.....7-8
- 7.11. Change Orders - Limitations7-8
- 7.12. Change Orders - Time Extensions7-9
- 7.13. Changed Work - Effect on Sureties.....7-9
- 7.14. Claims.....7-9
- 7.15. Claims for Concealed or Unknown Conditions.....7-10
- 7.16. Dispute as to Agreement Requirements.....7-10
- 7.17. Arbitration.....7-11

ARTICLE 8-TERMINATION..... 8-1

- 8.1. Completion Delay.....8-1
- 8.2. Abandonment and Unsatisfactory Performance.....8-1
- 8.3. City Completion.....8-1
- 8.4. Suspension by the City for Convenience.....8-2

ARTICLE 1

DEFINITIONS

For purposes of the Contract Documents, the words listed in this Article shall have the ascribed meanings. In some instances, but not all, defined words are capitalized within the text.

1.1. Addendum: A document issued by City during the bidding period which modifies, supersedes or supplements the original Contract Documents.

1.2. Agreement: The written Agreement executed by City and Contractor covering the performance of the Work and the furnishing of labor, materials, supervision, tools and equipment for the construction of the Work pursuant to the Contract Documents.

1.3. Agreement Price: The original dollar amount specified in the Agreement between City and Contractor.

1.4. Bid: See Bid Proposal.

1.5. Bidder: Any individual, partnership, corporation, association, joint venture, or any combination thereof, submitting a Bid Proposal for the Work contemplated, whether acting directly or through a duly authorized representative.

1.6. Bid Bond: See Bid Proposal Guarantee.

1.7. Bid Proposal: The offer of the Bidder for the Work when properly completed, executed, guaranteed and submitted on the Bid Proposal Form.

1.8. Bid Proposal Form: The approved form upon which the City requires formal bids for the Work to be prepared and submitted.

1.9. Bid Proposal Guarantee: The security to be furnished by the Bidder as a guarantee of good faith that it will enter into the Agreement and execute the required Bonds covering the Work contemplated, if selected by the City as the successful Bidder.

1.10. City: The municipal corporation known as the City of Sacramento, State of California.

1.11. Claim: Written demand for monetary compensation or other damages.

1.12. Commence Work: To engage in a continuous program on-site including, but not limited to, job-site clearing, grading, land filling and the fabrication, erection and installation of the Work.

1.13. Consultant: A professional under Agreement to the City to provide professional services for the Work.

1.14. Contract Documents: The Contract Documents consist of the documents set forth in Paragraph I of the Agreement, together with any change orders which show the location, character, dimensions and details of the Work to be done.

1.15. Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into an Agreement with the City to perform the Work. When used herein, the term Contractor shall include any Subcontractors performing any portion of the Work. (See Subcontractor)

1.16. Day: Calendar day equal to 24 hours.

1.17. Drawings: The City approved graphic instruments including plans, elevations, sections, detail drawings, diagrams, plates, general notes, information and schedules thereon, or exact reproductions thereof, showing the location, extent, dimension, and details of the Work. The Drawings include any graphics or plates found within the Specifications.

1.18. General Notes: The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.

1.19. Inspector: The City representative authorized to conduct field inspections acting within the scope of those duties delegated.

1.20. Intent of Terms: Where the words "directed" or "required", "permitted", "ordered", "designated", "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City or its designated representative or officer is intended; and similarly, the words "approved", "acceptable", "satisfactory" or words of like import, shall mean approved by or acceptable to the City or its designated representative.

1.21. Job-site: The area of real property specified in the Contract Documents where the Work is to be performed.

1.22. Liquidated Damages: The sum prescribed in the Contract Documents to be paid to the City or to be deducted from any payment due or to become due to the Contractor for each day's delay beyond the time allowed in the Contract Documents for completing the whole, or any specified portion, of the Work.

1.23. Payment Bond: The approved form of security furnished by the Contractor and its surety to guarantee that the Contractor will pay in full all bills, accounts and related costs for labor and materials used in construction of the Work.

1.24. Performance Bond: The approved form of security furnished by the Contractor and its surety to guarantee Contractor's good faith and ability to execute the Work in accordance with the terms of the Contract Documents.

1.25. Project Manager: The Supervising Architect of Facility Management, Department of General Services, City of Sacramento, or a designated representative .

CITY OF SACRAMENTO

Department of General Services
Facility Management

GENERAL CONDITIONS

Page 1- 4

1.26. Project Manual: The published booklet containing all the Contract Documents except the Drawings, but including any graphics or plates found in the Specifications.

1.27. Specifications: Written technical descriptions of materials, equipment, construction system, standards and fabrication as applied to the Work and certain administrative details applicable thereto.

1.28. Subcontractor: A legal entity which contracts for portions of the Contract Documents with the Contractor or another Subcontractor.

1.29. Superintendent: The agent of the Contractor providing continuous on-site, general and overall supervision of the Work.

1.30. Supplier: A legal entity which supplies materials only for the Work and does not perform any labor in or about the job-site.

1.31. Work: The construction required by the Contract Documents, including labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction, or required by the Contract Documents.

ARTICLE 2

LABOR REQUIREMENTS, SAFETY, INSURANCE AND REGULATIONS

2.1. Prevailing Wage:

Pursuant to Sacramento City Code Section 58.501, the Contractor and Subcontractors shall pay the general prevailing rate of wages, including overtime and holiday Work, required in contracts for Public Projects for the area in which the City is located, as said rates of wages are determined by the Director of the Department of Industrial Relations pursuant to Labor Code Section 1773. The determination of the Director of the Department of Industrial Relations in force at the time the Notice to Bidders is published with respect to the general prevailing rate of wages in private employment in the City for similar Work shall be binding upon the parties during the life of any Agreement awarded. The Contractor and Subcontractors shall be jointly and severally liable for each worker paid less than the general prevailing rate of wages for any Work done under or by virtue of the Agreement and shall forfeit as a penalty to the City fifty (\$50.00) dollars for each worker paid less than the general prevailing rate of wages.

The Contractor shall insert in every subcontract provisions regarding rates of wages and hours of labor identical with the provisions set forth in the Contract Documents.

Every Contractor or Subcontractor willfully violating any terms or provisions of the Contract Documents shall be deemed not to be a responsible Bidder upon all future City contracts for Public Projects.

2.1.1. Wage rates set forth are the minimum that may be paid by Contractor. Nothing herein contained shall be construed as preventing Contractor from paying more than minimum rates set forth. However, as stated in Section 7.6., Infra- pertaining to change orders, no labor costs will be allowed at rates in excess of the established prevailing wage. No extra compensation whatsoever will be allowed by City due to inability of Contractor to hire labor at minimum rates, or for payment by Contractor of subsistence, travel time, overtime, or other added compensation, which possibilities are elements to be considered and ascertained to Contractor's own satisfaction in preparing the Bid Proposal.

2.1.2. If it becomes necessary to employ crafts other than those listed by the Director of the Department of Industrial Relations, Contractor shall notify City immediately, and City will ascertain additional prevailing wage rates and the rates thus determined shall be applicable as the minimum from time of initial employment of persons in such crafts.

2.2. Payroll Records:

Every Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work week, and the actual wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the public project. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor in a manner set forth in California Labor Code Section 1776. Every Contractor and Subcontractor shall file a certified copy of the records enumerated above with the City within ten (10) calendar days after each pay period. The Contractor shall be held responsible for all subcontractors' compliance with this Article.

2.3. Apprentices:

Nothing in this article shall prevent the employment of properly registered apprentices upon Public Projects whether such Work be done directly under Agreement award, or indirectly by or under subcontract, partnership, day labor, station Work, piece Work, or by any other arrangement whatsoever. Every such apprentice shall be paid the applicable apprentice prevailing wage rate according to an apprentice wage progression schedule available from the Department of Industrial Relations, Division of Apprenticeship Standards (DAS). Apprentices employed can only be assigned to perform Work of the craft or trade to which the apprentice is registered. Work of the craft or trade consists of job duties normally assigned to journeymen in the apprenticeable occupation. Only apprentices as defined in California Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements may be employed on Public Projects in apprenticeable occupations. All Contractors employing apprentices upon Public Projects, as defined in Sacramento City Code Section 58.101, shall comply with Section 1777.5 et. seq. of the California Labor Code. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations and the Contractor is specifically liable for each Subcontractor's compliance. In the event the Contractor or a Subcontractor willfully fails to comply with these provisions, the City may refer the Contractor or

Subcontractor to the Director of Industrial Relations for action as necessary under Section 1777.7 of the California Labor Code.

2.4. Skilled Labor:

Every part of the Work shall be accomplished by workers, laborers or mechanics especially skilled in each class of Work required. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters.

2.5. Drug-Free Workplace Policy:

The Contractor shall insure that it and all Subcontractors performing under this Agreement will provide a drug-free workplace by:

2.5.1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2.5.2. Establishing a Drug-Free Awareness Program to inform employees about:

- A. The dangers of drug abuse in the workplace.
- B. The Contractor's policy of maintaining a drug-free workplace.
- C. Any available drug counseling, rehabilitation, and employee assistance program.
- D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

2.5.3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

- A. Abide by the terms of the statement.

B. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

2.5.4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

2.5.5. Taking one of the following appropriate actions, within thirty (30) calendar days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

A. Taking appropriate disciplinary action against such an employee, up to and including termination;
or

B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

2.6. Dismissal of Unsatisfactory Employees:

Contractor shall employ only workers who are competent and skilled in their respective lines of Work, in accordance with Section 2.4. above. Whenever the City notifies Contractor that any worker employed on the Work is in its opinion incompetent or disorderly, or refuses to carry out provisions of the Agreement, or uses threatening or abusive language to any person, or is otherwise unsatisfactory, Contractor shall remove the worker from the Work and shall not return that worker to the Work unless Contractor can give assurance satisfactory to City that proper Work and conduct can be expected.

2.7. Equal Employment Opportunity Laws:

During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual preference or orientation. Contractors and Subcontractors shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of

CITY OF SACRAMENTO

Department of General Services
Facility Management

GENERAL CONDITIONS

Page 2- 5

Regulations, Title 2, Section 7285.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2.7.1. Contractor shall include the above paragraph in all subcontracts to perform Work under the Agreement.

2.7.2. Contractor shall designate a responsible official to monitor employment related activity to ensure that the company Equal Employment Opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Record keeping shall comply with the requirements of the U.S. Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission. Records shall be maintained in an easily understandable and retrievable form; however to the degree that existing records satisfy this requirement, Contractor shall not be required to maintain separate records.

2.7.3. The City of Sacramento is signatory to the "Greater Sacramento Area Plan"; a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires that a Contractor and Subcontractors be signatory to the Plan in order to be eligible for an award of a City Agreement.

2.8. Safety:

Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for equipment and machinery, whether used in the performance of Work or permanently installed as part of the Work. Contractor shall comply with applicable laws relating to safety precautions, including, but not limited to, safety regulations and orders enacted by or enforced by the State Department of Industrial

Relations and each of its Divisions, including, but not limited to, the Division of Occupational Safety and Health and the Occupational Health and Safety Standards Board.

2.8.1. Where conditions of the Work present unreasonable risk of injury or death to persons or property, in the judgment of the City, it may direct Contractor at Contractor's sole expense, to close down the Work and not commence Work again until the hazardous condition is eliminated.

2.8.2. Until the completion and final acceptance by City of Work under this Agreement, the Work shall be under Contractor's responsible care and charge. Contractor, at Contractor's sole expense, shall rebuild, repair, restore and make good injuries, damages, re-erectations and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portion of the Work.

2.8.3. Except as otherwise herein expressly stipulated, Contractor shall perform the Work and furnish labor, materials, tools, power, light and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability shall be construed to be for the purpose of explanation.

2.8.4. Neither the City, nor any officer or employee of the City shall be liable for any loss or damage that may happen to the Work or any part thereof or to any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workers or the public, for damage to property from any cause related to the Work, against all of which injuries or damages Contractor must properly guard.

2.8.5. Contractor shall limit construction operations to the job-site unless otherwise shown on the Drawings or in the Specifications. Contractor shall perform no operations of any nature on, over, or across the job-site except such operations as are specifically authorized in the Drawings or Specifications, or otherwise authorized, in writing, by City.

2.8.6. The Contract Documents do not purport to designate the method of performing the Work but only the requirements as to the nature of the completed Work. Contractor shall assume the full responsibility for methods of performing the Work.

CITY OF SACRAMENTO

Department of General Services
Facility Management

GENERAL CONDITIONS

Page 2- 7

2.9. Insurance:

During the term of this Agreement and until final completion and acceptance of the Work required by the Contract Documents, Contractor shall maintain in full force and effect at Contractor's own cost and expense the following insurance coverage:

2.9.1. Contractor shall maintain Worker's Compensation Insurance as specified by Labor Code Section 3700 et. seq. In the event Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure issued by the Department of Industrial Relations Administration of Self-Insurance.

2.9.2. Contractor shall sign and file with the Division of Risk Management of the City the following certification prior to commencing performance of the Work of the Agreement:

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

2.9.3. Contractor shall provide sufficient broad coverage to include:

- A. Comprehensive Auto and General Liability Insurance
- B. Broad Form Property Damage Liability
- C. Personal Injury Liability

2.9.4. The amount of each policy shall be no less than \$1,000,000 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City, its officers, employees and agents are to be named insured under the policy, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by City or other named insured will be called on to contribute to a loss covered thereunder.

2.9.5. Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within ten (10) calendar days of receipt of the fully executed Agreement. Each policy

shall provide that no cancellation, change in coverage or expiration may be effected by the insurance carrier without first giving written notice to City thirty (30) calendar days prior to the effective date of such cancellation, change in coverage or expiration of policy.

2.9.6. If, at any time during the performance of this Agreement, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall, at Contractor's sole expense, immediately discontinue all Work under the Agreement and City will withhold Agreement payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Additionally, any failure to maintain any item of the required insurance will be sufficient cause for termination of the Agreement.

2.10. Bonds:

Within ten (10) days of receipt of the fully executed Agreement, the successful Bidder shall provide a Performance Bond and a Payment Bond. The Performance Bond shall be for a sum equal to one hundred percent (100%) of the Agreement price. The Payment Bond shall be for a sum equal to one hundred percent (100%) of the Agreement price. Such Bonds shall be subject to the approval of the City Attorney and in conformance with the forms provided in the Project Manual. Such Bonds shall be executed by an admitted surety insurer. When the amount to be paid to the Contractor is based upon units of Work to be performed or items to be provided, the term Agreement Price, as used above for the purpose of posting Performance and Payment Bonds, shall be computed on the basis of the unit price Bid Proposal multiplied by the Project Estimate of units of Work to be performed or items to be furnished. Notwithstanding the foregoing, for any Agreement with a Agreement Price less than \$25,000.00, no Bonds will be required unless it is specifically required in the Supplementary Conditions.

2.11. Pertinent Laws and Regulations:

Contractor shall keep informed of, observe and comply with and cause agents and employees to observe and comply with prevailing Federal, State, County and City laws, including the payment of all applicable taxes, and rules and regulations made pursuant to said Federal and State Laws, which in any way affect conduct of Work under this Agreement. Contractor shall at Contractor's expense, obtain all necessary permits and licenses for excavating or other Work on or off public streets, roads or sidewalks and shall

CITY OF SACRAMENTO

Department of General Services
Facility Management

GENERAL CONDITIONS

Page 2- 9

comply with laws in connection therewith. If conflict arises between provisions of the Contract Documents and any such law above referred to, then Contractor shall notify City at once in writing. Contractor, pursuant to Section 3.10. below, shall defend and indemnify the City and any of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, rule or regulation, whether by Contractor, Subcontractor or agents or employees of either.

2.11.1. When any Federal, State or local law, statute, ordinance, regulation or rule is referenced in the Contract Documents, it is intended that any reference to said law, statute, ordinance, regulation or rule is as it may be amended or renumbered in the future.

2.12. Permits and Business Licenses: Contractor shall obtain a "no fee" building permit from the City Building Department. Contractor shall obtain and pay for all other permits and licenses required for the execution of the Work. A Business License shall be obtained from the City Finance Department, Revenue Division prior to issuance of payments.

2.13. Anti-Trust Claims:

On execution of this Agreement, Contractor offers and agrees to assign to City, rights, title and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec.15) Section 4, or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be deemed effective at the time of the tender of final payment to Contractor, without further acknowledgment by the parties. Contractor shall include, or cause to be included, a similar provision in any subcontract entered into for any part of the Work of the Agreement.

2.14. Patents:

Contractor shall assume costs arising from use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees, pursuant to Section 3.10., below, to defend and indemnify and save harmless the City, its officers and employees from suits, actions or claims for, or on account of, the use of any patented materials, equipment, devices or processes.

2.15. Pollution Control:

Contractor and Subcontractors shall comply with all applicable Federal, State and local water and air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Agreement. Contractor further agrees to implement and apply any mitigation measures adopted by City upon project approval under the California Environmental Quality Act.

ARTICLE 3

RESPONSIBILITIES AND RELATIONSHIPS OF PARTIES

3.1. Authority of City:

The Work shall be done to the complete satisfaction and approval of City. City will be the sole judge of the Work and materials with respect to both quality and quantity.

3.1.1. The complete Work shall be executed under the review and observation of City and its designated representatives.

3.2. Authority of City's Consultant(s):

Consultant(s) will from time to time assist City during construction and until Final Acceptance. Consultant(s) will advise and consult with City. Consultant(s) will not have authority to act on behalf of City.

3.2.1. Consultant(s) will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. Consultant(s) will not be responsible for or have control or charge over the acts or omissions of Contractor, Subcontractors or any of their agents or employees, or any other persons performing any of the Work.

3.3. Activities Contracted to Other Parties by City:

The City reserves the right to conduct other activities in connection with the project or adjacent thereto by Agreement or otherwise. Contractor shall at all times conduct the Work so as to impose no hardship on the City or others or to cause any unreasonable delay or hindrance thereto.

3.3.1. Where two or more Contractors are employed on related or adjacent Work, each shall conduct operations in such a manner as not to cause delay or additional expense to the other.

3.4. Subcontractors:

Contractor shall be responsible for the all Work performed under the Agreement. Contractor shall give personal attention to fulfillment of the Agreement and shall keep the Work under its control. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to City, Contractor shall, at Contractor's sole expense, remove such Subcontractor immediately upon written request of City and such Subcontractor shall not be employed again on the Work. Although Specification sections of the Contract Documents may be arranged according to various trades or general grouping of Work, Contractor is not obligated to sublet Work in such manner. City will not arbitrate or otherwise be responsible for the resolution of disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

3.4.1. Contractor shall not substitute any entity as Subcontractor in place of a Subcontractor listed in the Bid Proposal without written approval of the City.

3.5. Delegation of Performance or Assignment of Money Earned:

Performance of the Agreement may not be delegated except upon written consent of the City. Consent will not be given to proposed delegation which would relieve Contractor or its surety of responsibility under the Contract Documents. Contractor may not assign monies due or to become due under the Contract Documents.

3.6. Inspection of the Work:

Contractor shall at all times permit City to visit and inspect the Work or any part thereof as well as shops where Work is in preparation. The Contractor shall maintain proper facilities and safe access for such inspection. Where the Contract Documents require Work to be tested, it shall not be covered up until inspected and approved by City. City will provide inspection only during the hours of 7:00 AM to 4:00 PM, Monday through Friday, City holidays excepted. Contractor shall be solely responsible for notifying City where and when such Work is in readiness for inspection and testing. Should any such Work be covered without such test and approval, it shall be uncovered at Contractor's sole expense. Whenever Contractor desires to perform Work on Saturdays, Sundays or a City holiday, Contractor shall request from the City written authorization of such Work at least 48 hours in advance. Contractor shall bear all additional costs incurred by the City as the result of any such Work.

3.7. Uniform Code Required Inspections:

The Contractor has sole responsibility for securing appropriate regulatory agency inspections required by any Uniform Codes applicable to the Work.

3.8. Rejection:

Should any portion of the Work done or any material, article, or equipment delivered fail to comply with requirements of the Contract Documents, such Work, materials, articles or equipment shall immediately be made satisfactory to the City, by Contractor, at no additional expense to the City. Such materials, articles or equipment shall immediately be removed from the premises at Contractor's expense.

3.9. Rights and Remedies:

Duties and obligations imposed by the Contract Documents and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City shall constitute a waiver of a right or duty afforded under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically otherwise agreed in writing subsequent to the execution of the Agreement.

3.10. Indemnification:

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof and is caused in whole or in part by any act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

3.10.1. In addition to any other remedy authorized by law, any sum due Contractor under and by virtue of the Contract Documents may be retained by the City until disposition has been made of such suits, actions, or claims for damages.

ARTICLE 4

INTERPRETATION OF CONTRACT DOCUMENTS

4.1. Correlation:

The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or, if not to be occupied, operational. Any requirement occurring in any one of the documents is as binding as though occurring in all. If the Contract Documents do not specifically allow Contractor a choice as to the quality or cost of items to be furnished, but could be interpreted to admit such a choice, the Contract Documents shall be construed to require the Contractor to furnish the highest quality under existing industry standards regardless of the cost of the item.

4.2 Omissions:

If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of the parts, materials or equipment, but there exists accepted trade standard of good fabrication and construction, such standard shall be deemed to have been impliedly required by the Contract Documents in accordance with such standard.

4.3. Conflicts in the Contract Documents:

In the event of a conflict in the Contract Documents, priorities stated in this Section and set forth below shall govern :

4.3.1. Addenda shall govern over other Contract Documents. Subsequent addenda shall govern over prior addenda only to the extent specified.

4.3.2. The Agreement shall control over all other Contract Documents except for Supplementary Conditions and Addenda, if any.

4.3.3. The General Conditions of the Agreement shall govern over all other Contract Documents, except for the Agreement, Supplementary Conditions and Addenda, if any.

4.3.4. In case of conflict between Drawings and Specifications, the Drawings shall govern in matters of quantity and the Specifications shall govern in matters of quality.

4.3.5. In case of conflict within the Drawings involving quantities, furnish the greater quantity.

4.3.6. In case of conflict within the Specifications involving quality of material or procedure, furnish the higher quality material and procedure.

4.3.7. Schedules appearing in the Drawings shall govern over other portions of the Drawings.

4.3.8. Specific notes shall govern over other notes and other portions of the Drawings except Schedules described in Section 4.3.5. above.

4.3.9. Larger scale drawings shall govern over smaller scale drawings.

4.3.10. Detail drawings shall govern over standard plates bound within the Specifications.

4.3.11. Figured or numerical dimensions shall govern over dimensions obtained by scaling.

4.3.12. Where provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

4.4. Major Conflicts In the Contract Documents:

Should Contractor discover complex or major conflicts, omissions, or errors in the Contract Documents or have any question concerning interpretation or clarification of the Contract Documents or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with Work affected, Contractor shall immediately describe and identify areas of concern by notifying City, in writing, requesting interpretation, clarification or furnishing of additional detailed instructions concerning the Work within ten (10) calendar days of discovery. Such questions, including the question of whether and to what extent a conflict, error or

omission exists or a need exists for interpretation or clarification, shall be resolved and instructions, if any, to Contractor issued within a reasonable time by City, whose decision shall be final and conclusive. Should Contractor proceed with Work affected before receipt of instructions from City, Contractor shall remove and replace or adjust Work which is not in accordance with such instructions and shall be solely responsible for resultant damage, defect or added cost.

4.5. Additional Detailed Instructions:

The City may furnish additional detailed written instructions to explain the Work more fully, and such instructions shall be a part of the Contract Documents. Should such additional detailed instructions, in the opinion of Contractor, constitute Work in excess of the scope of the Contract Documents, Contractor shall submit written notice thereof to the City within ten (10) calendar days following receipt of such instructions, and in any event prior to commencement of Work thereon. City will consider such notice and, if in its judgment, Contractor is partially or entirely correct, the City's instructions will be revised or the extra Work authorized. Procedures specified in Section 7.16. shall apply to any dispute arising under this Section. Contractor shall have no claim for additional compensation because of such additional instructions unless Contractor gives City written notice thereof within the ten (10) calendar days specified above. This procedure, including the notices and associated time frames therefore set forth in this Section and Section 4.4. above, constitute an administrative remedy which must be exhausted by the Contractor.

4.6. Product Designation:

When descriptive catalogue designations, including manufacturer's name, product brand name or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue on the date of the Invitation to Bid.

4.7. Reference Standards:

When standards of Federal Government, trade societies or trade associations are referred to in the Contract Documents by specific date of issue, these standards shall be incorporated by reference. When such references do not bear date of issue, the currently published edition on the date of issuance of the Invitation to Bid shall apply.

4.8. Ownership and Use of Contract Documents:

The City shall have all ownership and control of all Contract Documents. The Contractor shall be provided ten (10) copies of the Contract Documents at no cost. Additional copies are available from the City for the cost of reproduction.

ARTICLE 5

PROGRESS AND COMPLETION

5.1. Notice to Proceed:

The City will issue a written Notice to Proceed which will designate the starting day of the performance period. The Contractor shall commence Work within fifteen (15) calendar days of receipt of the written Notice to Proceed. Contractor shall complete the Work within the number of days, as set forth in the Agreement for completion, subject only to such adjustment of time as may be set forth in this Article 5 or pursuant to Article 7.

5.2. Schedules:

Contractor, promptly after being awarded the Agreement and prior to first request for payment, shall prepare and submit for City's approval a Construction Schedule for the Work. The Schedule shall not exceed the number of days allowed for completion of the Work, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

5.2.1. Contractor shall prepare and keep current, for the City's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows City reasonable time to review submittals.

5.2.2. Contractor shall conform to the most recent approved schedules. Should Contractor fall behind by five percent or more of the total Agreement time as specified by the Contract Documents, Contractor shall revise the project schedule, indicating the steps to be taken to make-up any time deficiency, to allow for the project to be completed within the time specified in the Contract Documents.

5.3. Controlling Operation:

A Controlling Operation shall mean that portion of the Work as to which the Contractor can establish that a delay in its completion will necessarily extend the time for completion of the Work. Controlling Operation shall not be regarded as delayed or suspended on any day during which Contractor is able to perform Work on that Controlling Operation for a period of at least 5 hours.

5.4. Extensions of Time:

Other than for adjustment in time of Work in the manner herein provided, Contractor shall have no claim for any compensation or damage for any delay or hindrance whether by reason of changes in the Work or by any act, omission or neglect of the City, whether or not contemplated by the Agreement, or by any other act or event.

5.4.1. Determination of each day upon which an unavoidable or adverse weather delay occurred shall be made and agreed upon during such day, or as soon thereafter as practicable, by conference between Contractor and City at the job-site. If agreement is not reached, Contractor shall notify City in writing of the cause of delay within ten (10) calendar days. Except in those cases deemed by the City to be so warranted, no determination as to time adjustment shall be made by the City as to any alleged cause of delay until the Work is completed.

5.4.2. Extensions of time, when granted, will be based upon the effect of delays to the project as a whole and will not be granted for non-controlling operations of Work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.

5.4.3. Contractor shall not be charged with any delay from and after the time City issues the Certificate of Substantial Completion, unless the City finds that the Work was not in fact substantially complete upon the date certificate was issued by City.

5.4.4. Even though Contractor has no legal right to additional days, the City nevertheless may grant such, if determined to be in the best interest of the City. The City may, as a condition to so doing, charge the Contractor, its heirs, assigns or surety, and will deduct from final payment for the Work or any part, as deemed proper, the actual cost to the City, of engineering, inspections, superintendency and other

overhead administrative expenses, including but not limited to legal expenses, which are caused by the delay or are incurred in making the required determinations hereunder.

5.5. Delays: Notice Requirements:

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event, immediately upon occurrence of any delay which Contractor regards as unavoidable, Contractor shall notify City immediately in writing of the probability of the occurrence of such delay and its cause in order that City may take immediate steps to prevent, if possible, occurrence or continuance of the delay, or, if this cannot be done, may determine whether delay is to be considered unavoidable, how long it may continue and to what extent the prosecution and completion of the Work are to be delayed by it. Delays which have occurred in the prosecution and completion of the Work are presumably avoidable delays, except such delays as shall have been called to the attention of City at or before the time of occurrence and found by City to have been unavoidable. Any delay not called to the attention of City at time of occurrence shall be conclusively presumed avoidable between City and Contractor.

5.5.1. Avoidable delays in prosecution or completion of the Work shall include delays which, in the opinion of City, would have been avoided by exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors. The following shall be deemed to be avoidable delays: (i) delays in prosecution of parts of the Work which may in themselves be unavoidable but do not necessarily prevent or delay prosecution of other parts of the Work or completion of the whole Work within the time specified for completion of the Work; (ii) reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to City for approval and from testing materials, measurements and inspections; and (iii) reasonable interference of other contractors employed by City which do not necessarily prevent completion of the whole Work within time agreed upon. The foregoing list is illustrative only, and is not intended as an exhaustive listing of avoidable delay situations. Under no circumstances will an avoidable delay qualify for an extension of time.

5.5.2. Unavoidable delays in prosecution or completion of the Work shall include delays which, in the opinion of City, result from causes beyond control of Contractor and which could not have been avoided by exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors, but Contractor shall not be entitled to damages or additional payment due to such delays. Delay in completion

due to Agreement modifications ordered by City and unforeseeable delays in completion of Work of other contractors employed by City will be considered unavoidable delays insofar as they interfere with Contractor's completion of the Work. War, government regulations, labor disputes, strikes, fires, floods necessitating cessation of Work, other similar action of the elements, inability to obtain materials, equipment or labor, required extra work or other specific reasons as may be further described in the Specifications may constitute an unavoidable delay. Unavoidable delays may constitute sufficient justification for the granting of an extension of time provided the notice requirements of Section 5.5. above have been met.

5.5.3. If adverse weather conditions are the basis for a request for an extension of time, such request shall be documented by data substantiating that weather conditions were abnormal for the season and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Contractor shall submit such documentation covering each and every day of delay which Contractor claims was caused by adverse weather conditions.

5.6. City's Right to Stop the Work:

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or consistently fails to carry out the Work in accordance with Contract Documents, City, by written notice, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City to exercise this right for the benefit of Contractor or any other person or entity.

5.7. Occupancy by the City Prior to Acceptance:

The City reserves the right to occupy all or any part of the project prior to completion of the Work. Such occupancy does not constitute acceptance by City of the Work or any portion thereof, nor will it relieve Contractor of responsibility, under Section 6.7., for correcting defective Work or materials. When the project includes several separate buildings and one or more of such buildings is entirely occupied by the City, then on written request from Contractor and issuance of Substantial Completion on the occupied portion, the guarantee period will commence to run from the date of issuance of the Certificate of Substantial Completion for such building or buildings.

5.8. Substantial Completion:

When Contractor considers the entire Work complete and ready for its intended use, Contractor shall, in writing to City, certify that the entire Work is substantially complete and request that City issue a Certificate of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall make an inspection of the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing giving reasons therefor. If City considers the Work substantially complete, City will prepare a Certificate of Substantial Completion. There shall be attached to the Certificate a punch list of items to be completed or corrected before Final Acceptance and final payment.

5.9. Final Inspection and Final Acceptance of Work:

When the Work is fully completed, Contractor shall so certify and shall request final inspection in writing. Within ten (10) calendar days of receipt of such completed request form, City shall make final inspection. If, from final inspection, City determines that the Work has been fully completed, City will issue a certificate of Final Acceptance. Upon Final Acceptance of the Work by the City, Contractor will be relieved of the duty of maintaining and protecting the Work. If City determines that the Work is not complete after receipt of certification by Contractor, Contractor shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by Contractor. Neither determination by City that the Work is complete nor Final Acceptance thereof by the City shall operate as a bar to claims against Contractor pursuant to Section 6.10.

ARTICLE 6

QUALITY CONTROL

6.1. Conduct of Work:

Construction equipment required for prosecution of the Work, including labor and safety devices, required for installation, operation and maintenance of such equipment shall be provided by Contractor at Contractor's sole expense. Contractor shall obtain necessary measurements for the Work and shall check dimensions, levels, existing construction and lay out and supervise the construction accordingly. When required by City, measurements, information or other proof, as may be necessary, on or of the Work shall be furnished accurately and fully by Contractor without cost to City.

6.1.1. Where more than one trade has performed Work on a particular portion of the Work, there shall be no marring or damaging of any such Work. Should improper Work of any trade be covered by another trade and such improper Work results in damage or defect, the whole Work affected shall be repaired to the satisfaction of City by Contractor, without additional cost to City.

6.2. Materials, Articles and Equipment:

Materials, articles and equipment shall be furnished in sufficient quantities and at such times as to ensure uninterrupted progress of the Work. They shall be so stored and protected as to ensure preservation of their quality, appearance, and suitability for the Work. When stored they shall be so located as to facilitate prompt inspection, and so as to avoid interference with Work of other contractors. Contractor's responsibility with regard to the foregoing matters shall be continuous during any Work stoppage or suspension and under such circumstances unusual measures may be required to properly store and preserve materials, articles and equipment. In the event of loss or damage to any such property, regardless of ownership, prior to Final Acceptance of the completed Work, Contractor shall be required to repair or replace any such lost or damaged property at no expense to City, irrespective of the cause of the loss or damage.

6.3. Property Rights in Materials:

When furnished in accordance with the Contract Documents, materials, articles or equipment shall become the property of City upon payment therefor. Materials, articles or equipment not needed for completion of the Work shall be removed from the job-site by Contractor at no expense to the City. Materials, articles or equipment stored off-site or stored on non-City property but paid for in excess of 50 percent of their value shall be the property of City. Contractor shall allow City access for inspection of such materials, articles or equipment upon demand.

6.4. Submittals:

Contractor shall submit promptly Shop Drawings, descriptive data and samples as required by the Specifications so as to cause no delay in the Work and to allow for sufficient time for review and approvals. Contractor shall check and coordinate such submittals with the Work before they are submitted to City for review.

6.5. Substitutions:

For convenience in designation in the Drawings or in the Specifications, certain materials, articles, or equipment may be designated by brand or trade name or name of manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for purpose intended may be proposed for use provided Contractor complies with the requirements below.

6.5.1. Contractor shall submit a proposal for substitution in writing within time limit designated in the Contract Documents or if not designated, then within a period which will cause no delay in the Work.

6.5.2. No such proposal will be considered unless accompanied by complete information, and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine equality of offered materials, articles, or equipment. Samples shall be provided when requested by City. When specifically requested by City, Contractor shall submit such Shop Drawings, descriptive data and samples as may be required. The burden of proof as to comparative quality, suitability, or performance of offered proposal shall be upon the Contractor. City will examine, with reasonable promptness, such submittals. City shall be sole judge as to such matters. In the event that City rejects use of such

substitution, then one of the particular products designated by brand name shall be furnished. Acceptance of substitution by City shall not relieve Contractor from responsibility for deviations from Contract Drawings and Specifications, or from responsibility for errors in submittals. Failure by Contractor to identify in the letter of transmittal material deviations from Drawings and Specifications shall void the submittal and any action taken thereon by City.

6.5.3. If mechanical, electrical, structural or other changes are required for proper installation and fit of substitute materials, articles or equipment or because of deviations from Contract Drawings and Specifications, such changes shall not be made without consent of City and shall be made by Contractor without additional cost to City. Contractor shall pay for costs of design, drafting, architectural or engineering services and building alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

6.6. Samples and Tests:

Contractor shall cause to be performed at its expense, tests of materials, articles, equipment or other Work specified by the Contract Documents, except as otherwise specifically provided. The City reserves the right at its own expense to order tests of any part of the Work in addition to those specified. If, as the result of such tests the Work is found unacceptable, it will be rejected and cost of that test and any additional test required by the City shall then be at Contractor's expense. Unless otherwise directed, samples for testing will be taken from materials, articles or equipment delivered or from Work performed, and tests will be under the observation of and at such places as may be convenient to the City. Materials, articles and equipment requiring tests shall be delivered in sufficient time before intended use to allow for testing, and none may be used before receipt of written approval by City. Any samples delivered to City or to the premises for examination, including testing, shall be disposed of by Contractor at its own expense within ten (10) calendar days after Contractor acquires knowledge that such examination is concluded, unless otherwise directed by City. Approved samples shall be maintained by Contractor in the same condition as when approved until notified by the City that samples may be disposed of. Disposal and maintenance of samples shall be by Contractor at no cost to City. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.

6.7. Correction or Removal of Defective Work:

Contractor shall correct immediately any unsatisfactory or defective Work which may be discovered. Unsatisfactory materials will be rejected, notwithstanding that they may have been overlooked by the proper inspector. If any portion of the Work is covering defective or unsatisfactory Work, the cost of exposing and recovering after correction shall be borne by the Contractor. The inspection of the Work, or any part thereof, shall not relieve Contractor of the obligation to perform satisfactory Work as prescribed by the Contract Documents.

6.7.1. Failure or neglect on the part of City or any of its authorized agents to reject unsatisfactory or defective Work or materials will not be construed to imply an acceptance of such Work or materials if such becomes evident at any time. Such failure shall not be construed as barring City from recovering damages or such a sum of money as may be required to replace or repair the affected portions of the Work whenever City may discover the same.

6.8. Retention of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. In such case an appropriate amount, in City's sole judgement, shall be deducted from the Agreement Price.

6.9. Preservation and Cleaning:

Contractor shall clean up the Work as necessary and at other times when directed by the City. While finish Work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Directly upon completion of the Work, Contractor shall remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for City's final inspection.

6.10. Guarantee:

Except as otherwise expressly provided in the Specifications and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor shall guarantee all Work performed hereunder, together with all supplies, materials and devices of whatsoever nature incorporated in, or attached to the Work or otherwise delivered to City as a part of the Work pursuant to the Contract

Documents, to be free of defects of fabrication, installation and materials for a period of one year after the issuance of the Certificate of Substantial Completion by the City. Contractor shall repair or replace such Work or material, together with other Work or material which may be displaced or damaged in so doing, without expense or charge of any nature whatsoever to City.

6.10.1. In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within five (5) calendar days time, after being notified of the defect in writing, City will have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair including all staff and administrative (including legal) expenses required to enforce the guarantee. Notwithstanding anything herein to the contrary, in the event that any defect in fabrication, installation or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety of any person, or any property interest, City will have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand costs and expense of such repair including all staff and administrative (including legal) expenses required to enforce the guarantee. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

ARTICLE 7

PAYMENTS AND CHANGES IN THE WORK

7.1. Payments:

Contractor shall furnish a complete breakdown of the Agreement Price on the Schedule of Values form contained in the Contract Documents. No payment will be made by City to Contractor until Contractor's Schedule of Values has been submitted and approved.

7.1.1. If requested by City, Contractor shall furnish full copies of subcontracts showing actual costs.

7.1.2. On the first business day of each month, Contractor shall present to the Project Manager an application showing the amount of labor and materials incorporated in the Work during the preceding month. Payment for materials delivered and stored at the job-site will be considered. In no event will payment be made for more than specified in the approved Schedule of Values. All payments will be consistent with the approved Progress Schedule. The Project Manager will inspect the application and, if the Project Manager approves the application, will issue a certificate for ninety percent (90%) of the amount found to be due.

7.1.3. No inadvertency or error in said monthly application will operate to release Contractor's surety from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City will have the right subsequently to correct any error made in any payment.

7.1.4. Contractor shall not be paid for any defective or improper Work. City may, at its option, and at any time, retain out of any money due Contractor, sums sufficient to: (1) cover any unpaid claims filed pursuant to Civil Code Sections 3179 et. seq. and (2) may decline to certify payment and may withhold the certificate, in whole or in part, to the extent necessary and reasonable to protect City's interest. If in the opinion of the City, the Contractor is unable to make representations sufficient to the City to certify payment in the amount of the Application, the City will notify the Contractor. If the Contractor and the City cannot agree on a revised amount, the City will promptly issue a Certificate for Payment for the amount the

City has approved. The City may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations the City may nullify in whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss due to and/or effecting enforcement of:

1. Defective Work not remedied.
2. Stop Notices filed.
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment.
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum.
5. Damage to the City or another Contractor.
6. Reasonable evidence that the Work will not be completed within the Agreement Time.
7. Persistent failure to carry out the Work in accordance with the Contract Documents.
8. Prevailing Wage and/or Labor Code violations.

7.1.5. When, under the provisions of the Contract Documents the City charges any sum of money against Contractor, City will deduct and retain the amount of such charge from the amount of subsequent progress payment, or from any other monies due or that may become due Contractor from City. If, on completion or termination of the Agreement, sums due Contractor are insufficient to pay City's charges against Contractor, City will have the right to recover the balance from Contractor or Contractor's surety.

7.1.6. The payment of any progress payment or the acceptance thereof by Contractor will not constitute acceptance of the Work or any portion thereof and will in no way reduce the liability of Contractor to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may or may not have been apparent or detected at the time such payment was made.

7.1.7. City may unilaterally order minor changes in the Work not involving adjustment in the Agreement Price, or extension of the time for performance as specified in the Contract Documents. Such changes shall be effected by written change order and shall be binding on the City and Contractor. Contractor shall carry out such written orders promptly.

7.2. Retention:

City will retain ten percent (10%) of the estimated value of Work done and a like percentage within limits established by law of the value of materials estimated to have been furnished and delivered unused and stored, as partial security for fulfillment of the Agreement by Contractor. At any time after ninety-five percent (95%) of the Work has been completed and City determines that satisfactory progress is being made to complete the balance of the Work, City may, in its sole and exclusive discretion, reduce funds withheld, provided that such reduction has been approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond.

7.2.1. Payment of the final amount due under the Contract Documents, and the adjustment and payment for any Work done in accordance with any alteration of the same, shall release City, its officers and agents from any and all claims or liability on account of Work performed under the Contract Documents. The final amount withheld and retained by City shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of Final Acceptance of the Work by City.

7.3. Substitution of Securities:

Upon Contractor's request, City will make payment of funds withheld from progress payments pursuant to the requirements of Sacramento City Code 58.701 if Contractor deposits in escrow with the City Treasurer, or a State or Federal chartered bank as escrow agent, securities eligible for investment of City funds upon the following conditions:

7.3.1. Contractor shall bear expenses of City and Escrow Agent (either the City Treasurer or the bank) in connection with the substitution of securities.

7.3.2. Securities or certificates of deposit to be placed in escrow shall be subject to approval of City and unless otherwise permitted by escrow agreement, shall be of a value at least equivalent to the amount of retention to be paid to Contractor pursuant to this Section.

7.3.3. Contractor shall enter into an escrow agreement satisfactory to City, which agreement shall include provisions covering, without limitation, the amount of securities to be deposited, and termination of escrow upon completion of the Agreement, and provide powers of attorney or other documents

necessary for transfer of securities to be deposited, conversion to cash to provide funds to meet defaults by Contractor including, but not limited to, termination of Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under provisions of the Agreement, and decrease in value of securities on deposit.

7.3.4. Contractor shall obtain advance written consent of each surety to such escrow agreements. City will not approve deposit of any security or certificates of deposit or other instruments unless written proof of surety consent is furnished.

7.3.5. Subject to City's rights under the Contract Documents and the escrow agreement, Contractor shall be beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

7.4. Changes:

City reserves the right to order in writing changes in the Drawings and Specifications, at any time prior to the acceptance of the Work without voiding the Agreement and Contractor shall comply with such orders. Changes, extra Work or deviations from the Drawings and Specifications shall not be made without authority in writing from City. On the basis set forth herein, the Agreement Price will be adjusted for any change order requiring labor, materials, equipment or quality of materials or equipment over and above that originally required in the Contract Documents or resulting in lesser quantity or quality thereof. Whenever it appears to Contractor that a change is necessary, or when so ordered by City, or upon receipt by Contractor of a proposed change order (PCO), Contractor shall, if necessary, halt Work in the area that may be affected. Changed Work shall be performed in accordance with original requirements of the Agreement subject to the terms of the change and any previously executed change orders.

7.4.1. The only costs which will be allowed because of changed Work, and the manner in which such costs shall be computed, are set forth in Sections 7.5. through 7.13. inclusive. Where the term "actual cost" is used in this subparagraph, it shall be read to mean "estimated cost" where adjustment in Agreement Price is in fact to be based upon estimated costs.

7.5. Change Order Procedures:

Changes in the Agreement requirements and Agreement Price will be effected as set forth herein. Contractor will be issued a Proposed Change Order (PCO) describing the intended change. Within ten (10) calendar days of receipt of the order, Contractor shall indicate in writing the proposed price to be added or deducted from the Agreement Price due to the change, supported by full and completely detailed estimates of all costs by Contractor, Subcontractor, vendor or supplier and any adjustment in time of final completion of the entire Work which is directly attributable to changed Work. Contractor shall upon request by City permit inspection of Contractor's original estimates, subcontract agreements or purchase orders relating to the change. If agreement is reached as to the adjustment in compensation for performance of changed Work, but agreement is not reached as to the time adjustment for such Work, then Contractor shall proceed with the Work at the agreed price and time as estimated by the City.

7.5.1. If Contractor fails to submit the cost and time estimate within the ten (10) calendar day period or if City and Contractor fail to agree as to the cost of PCO, Contractor shall, upon written order from City, proceed immediately with the changed Work. Contractor shall maintain a daily record with detailed summary of all labor, materials and equipment required for the changed Work which shall be submitted to the City daily. Upon being jointly approved by City and Contractor at the end of each day's performance, the daily record will become the basis for subsequent payment for the changed Work, but such agreement shall not preclude subsequent adjustment based upon later audit by City. Upon completion of Work under the change order and upon approval of such Work by City, Contractor shall submit an invoice containing only mutually agreed upon items of labor, materials, equipment and subcontracts which are directly attributable to the change together with mark-ups in accordance with 7.10.

7.5.2. When a PCO contains deletion of any Work or a credit to City and City and Contractor are unable to agree upon the cost thereof, the City's estimate shall be deducted from the Agreement Price unless the Contractor presents proof that City's estimate is in error prior to the final payment.

7.6. Change Orders - Labor:

Charges for labor shall be the Contractor's actual payroll costs for labor of any class including: specific field supervision and engineering services directly and solely engaged in the performance of changed Work, including payments or assessment of benefits required by collective bargaining agreements;

compensation insurance payments; contributions made to the State of California pursuant to Unemployment Insurance Code and taxes paid to the United States Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be allowable at rates in excess of the prevailing wage rates required under Article 2 in the locality where the Work is performed. Use of classifications which would increase labor cost will not be permitted unless Contractor establishes to complete satisfaction of City the necessity for the use of the classification.

7.7. Change Orders - Materials:

Charges for materials shall be the actual costs to Contractor for materials directly required for performance of changed Work. Such cost of materials may include costs of procurement, transportation and delivery if necessarily incurred. If a trade discount by actual supplier is available to Contractor, it shall be credited to City. If materials are obtained from a supply or source owned wholly or in part by Contractor, payment therefor shall not exceed current wholesale price for such materials. If, in the opinion of City, the cost of materials is excessive or if Contractor fails to furnish satisfactory evidence of the cost from actual supplier, then the cost of materials shall be deemed to be lowest current wholesale price at which similar materials are available in the quantities required. City reserves the right to furnish such materials required by the change order as it deems advisable and Contractor shall have no claims for costs or profits on materials furnished by City.

7.8. Change Orders - Equipment Cost:

Charges for equipment shall be the actual cost to Contractor for use of equipment directly and solely required in performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or for time in which no Work was performed. Rental time shall include time required to move equipment to the Work from nearest available source for rental of such equipment, and to return it to the source. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project for any portion of the Work other than upon the changed Work. Individual pieces of equipment having replacement value of \$100 or less shall be considered to be tools or small equipment and no payment therefor will be made. For equipment owned, furnished or rented by Contractor, no cost therefor shall be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality where the Work is performed. The rate to be paid to Contractor for use of equipment shall constitute full compensation to Contractor for all costs of fuel, power, oil,

lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to use of such equipment.

7.9. Change Orders - Subcontracts:

Subcontract costs shall be the actual cost to Contractor for Work performed by Subcontractor. The provisions of Sections 7.5 through 7.8 shall apply to the computation of Subcontract costs. Subcontractor shall compute mark-ups as follows except that the aggregate of the mark-ups made at subcontract tiers shall not exceed twenty-five percent (25%).

7.10. Change Orders - Mark-Ups:

Mark-ups for overhead include, but are not limited to, all overhead, indirect costs, office personnel, general superintendency, and general expense and shall constitute full compensation for all overhead costs of such Work not included as actual labor, material, equipment and/or Subcontractors.

7.10.1. When Work is added, Contractor or Subcontractor, whomever actually performs the added Work, may add as mark-up to the total of authorized allowable costs an amount not to exceed fifteen percent (15%) for the overhead costs specified in Section 7.10. and an additional ten percent (10%) for profit.

7.10.2. When Work is performed by a Subcontractor, the Contractor may add as mark-up to the total of authorized allowable costs an amount not to exceed five percent (5%). There shall be no mark-ups for intermediate Subcontractors.

7.10.3. When City is entitled to credit for deleted Work, a fifteen percent (15%) credit for deleted overhead of Contractor or Subcontractor, as applicable, shall be added to such credit.

7.10.4. For change orders which involve both added and deleted Work, the Agreement Price will be adjusted based on the following computation: Cost before mark-ups of added and deleted Work shall each be separately estimated. If the difference between such costs results in an increase to the

Agreement Price, mark-ups for added Work shall be applied to such difference. If the difference in such costs results in a decrease, then the mark-ups for deleted Work shall be applied to such difference.

7.11. Change Orders - Limitations:

In no event shall actual cost to Contractor for added Work be recognized in excess of market values prevailing at the time of the change, unless Contractor can establish to the complete satisfaction of City that Contractor has investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. City will be sole judge of the necessity for incurring costs in excess of market value and as to whether they are directly required for performance of the changed Work and its decision shall be final.

7.12. Change Orders - Time Extensions:

For changes in the Work, Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is necessarily delayed due to performance of the changed Work. Each estimate for change in the Work submitted by Contractor shall state amount of extra time, if any, that Contractor considers should be allowed for making the requested change. Failure to request extra time when submitting such estimate shall constitute a waiver of the right to subsequently claim adjustment in the time for final completion based upon such changed Work.

7.13. Changed Work - Effect on Sureties:

No alterations, extensions of time, extra and additional Work and other changes authorized by these conditions or any part of the Agreement shall in any manner affect the obligation of surety under the Contract Documents.

7.14 Claims:

To constitute a proper filing of a claim, Contractor shall set forth in writing and detail, including itemized documentation, the basis for the claim and the amount of money for which demand is made and shall submit same to City within ten (10) calendar days of the event which first gives rise to the claim. No demand by Contractor shall be recognized as a claim by City unless it is so labeled and is filed in accordance with this Section.

7.14.1. The City will examine any claim so filed and, if it finds the claim to be proper, will cause a change order to be issued in the amount found due upon such claim. If the City finds that such claim is without merit, it shall so notify Contractor in writing. The findings by the City on such claim will be binding and conclusive upon City and Contractor as to questions relating to performance of the Agreement and amount to be paid.

7.15. Claims for Concealed or Unknown Conditions:

Contractor shall promptly, and before such conditions are disturbed, notify City in writing of 1) subsurface or latent physical conditions at the job-site differing materially from those specified or indicated on the Drawings or, 2) unknown physical conditions at the job-site of an unusual nature, differing materially from those ordinarily encountered. City shall investigate the conditions, and if such conditions are found to materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the Work, an equitable adjustment shall be made and the Agreement modified by change order accordingly.

7.15.1. No claim of Contractor under this clause shall be allowed unless Contractor has given written notice within five (5) calendar days of discovery of concealed or unknown conditions

7.16. Dispute as to Agreement Requirements:

When Contractor and City fail to agree as to whether or not any Work is within the scope of the requirements of the Agreement, Contractor shall nevertheless immediately perform such Work upon receipt from City of written order to do so. Within ten (10) calendar days after receipt of such order, Contractor may submit written protest to City, specifying in detail in what particulars Agreement requirements were exceeded and approximate change in cost resulting therefrom. At no time shall Contractor stop performance of the Work pending resolution of a dispute unless ordered in writing by the City to do so.

7.16.1 Failure to submit such protest within the period specified shall constitute waiver of any and all right to adjustment in Agreement Price or the time for performance of the Work, and Contractor thereafter shall not be entitled to adjustment of the Agreement Price or the time for performance of the Work. For any such Work which is found to exceed Agreement requirements and as to which of the above requirements

have been met, the Agreement Price and time for performance of the Work will be adjusted on same basis as for any other change in the Work.

7.17. Arbitration:

Any dispute arising under or related to performance of the Contract Documents, after all remedies and provisions of the Contract Documents have been exhausted, may be resolved by arbitration, if both parties agree in writing. The issues which are submitted to arbitration shall be decided by the arbitrator supported by substantial evidence. The decision will be in writing and will contain the basis for the decision, findings of facts and conclusions of law.

7.17.1. A request for arbitration by Contractor shall be made no later than thirty (30) calendar days after date of service in person or by mail on the Contractor of the final written decision by City on the dispute.

7.17.2. Whether decided by arbitration, by a court of competent jurisdiction or otherwise, attorney's fees and costs will be allowed to the prevailing party.

ARTICLE 8

TERMINATION

8.1. Completion Delay:

In addition to any other rights the City may have, if Contractor has not completed the Work on or before the Completion Date as adjusted by change order or any extension of time granted by City, if any, the City may terminate the Agreement at any time thereafter. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered after such termination and Contractor shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

8.2. Abandonment and Unsatisfactory Performance:

If Contractor should abandon the Work, or if the Work or any portion of the Work should be sublet or assigned without the consent of City, or if the Project Manager determines that the conditions of the Contract Documents in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract Documents, or if Contractor should refuse or fail to supply sufficient properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or disregard laws, ordinances or proper instruction or orders of the Project Manager then, notwithstanding any provision to the contrary herein, City may give the Contractor and Contractor's surety written notification to immediately cure any such breach, or the Agreement will be terminated.

8.3. City Completion:

In the event that notice is given under Section 8.2., and in the event the breach is not cured, or satisfactory arrangement for correction is not made within ten (10) calendar days from date of such notice, the Agreement shall, upon the expiration of said ten (10) calendar days from the date of mailing of the notice, cease and terminate. In the event of termination, City will immediately serve notice thereof upon the surety and Contractor. The surety shall have the right to take over and perform the Work, provided, however, that if the surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such surety of notice of termination, City may take over the Work and prosecute

the same to completion for the account and at the expense of Contractor, and Contractor's surety shall be liable to City for any excess cost occasioned by the City .

8.3.1. In the event City completes the Work, or causes the Work to be completed, as aforesaid, no payment of any sum will be made to Contractor until the Work is complete. All costs of completing the Work, including, but not limited to, legal expenses, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If the cost of completing the Work exceeds sums owing to Contractor under the Agreement, Contractor and the surety shall pay City a sum equal to said difference on demand. In the event City completes the Work and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the Work, then City will thereupon pay such sum to Contractor and Contractor's surety.

8.3.2. No act by the City before the Work is finally accepted including, but not limited to, exercise of other rights under the Contract Documents, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract Documents, or failure to take action pursuant to this Article upon the happening of any prior default or breach by Contractor will be construed to be a waiver by, or to estop, the City from acting pursuant to this Article upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract Documents. The rights of the City pursuant to this Article are cumulative and in addition to all other rights of City pursuant to the Contract Documents, and at law or in equity.

8.4. Suspension by the City for Convenience:

The City may, 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 desire. An equitable adjustment may, in the City's sole discretion, be made for any increases in the cost of labor or materials, caused by the suspension, delay or interruption. No equitable adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible or which is denied under another provision of the Contract Documents.

END OF GENERAL CONDITIONS

TECHNICAL
SPECIFICATIONS

**CITY OF SACRAMENTO
CALIFORNIA
REQUEST FOR BIDS
FOR THE PIPE ORGAN REMOVAL PROJECT
AND ORGAN RESTORATION**

August 12, 1991

1.0 Introduction

The City of Sacramento, Department of General Services, as lead agency for the Sacramento Memorial Auditorium Renovation, is seeking qualified professional pipe organ builders to bid on the rebuilding of the 1926 Estey pipe organ in the Memorial Auditorium. The organ project has two phases, namely, PHASE I: REMOVAL and PHASE II: REBUILDING AND INSTALLATION. Due to budget considerations the City may elect to proceed with Phase I only. Bids for each phase will be solicited by the City from qualified organ builders experienced in the restoration and rebuilding of electro-pneumatic pipe organs on October 22, 1991. Pre-bid site visits will be held on September 6 and 13, 1991. A single contractor will be awarded the contracts for the removal and rebuilding phases and will be announced after November 5, 1991. Removal of the organ is scheduled for November 19 through December 17, 1991. The Memorial Auditorium is scheduled for re-opening during the 4th quarter of 1993.

A separate project administrative firm, 3DI, has been selected to assist the City in the administration of this project. Dr. Charles Callahan, author of The American Classic Organ and a faculty member of Rollins College, has been engaged as the organ consultant to provide the tonal design of the instrument, and to assist the City in ensuring the success of the pipe organ project.

1.1 Historical Overview

In 1926 the Estey Organ Company of Brattleboro, Vermont was commissioned by the City of Sacramento to build a new, four-manual organ for the new Sacramento Memorial Auditorium. This instrument, the builders' Opus 2526, was typical of the period and featured Estey's experimental "cash-register" console design, which the firm later abandoned for more traditional, stopknob consoles. The Auditorium as originally designed seated 4561 and the large-scaled pipes were voiced in the style of the English Cathedral organs so well suited to spacious buildings. High wind pressures were used, ranging from 5 1/2 to 20 inches.

In 1988, the City embarked on a complex project to completely renovate and restructure the Auditorium, which had been closed for two years due to safety hazards. When completed the Auditorium will seat 2500. Plans developed by the architectural firm of Dreyfuss & Blackford and James Steward Polshek & Partners call for a total reconfiguration of the existing organ spaces. The design by Dr. Callahan has been carefully conceived in view of very specific spatial and budget considerations. The specifications have been drawn up to include as much as possible of the original pipework, given the present condition and design of the pipes. In addition, much thought has been given to the future use of the instrument; while the Sacramento Symphony's home is in the Community Convention Theatre, and not the Auditorium, management of the Symphony has expressed interest in performing the significant works for organ and orchestra in the new Auditorium. Likewise, the needs of the Sacramento Opera productions have been considered and reflected in the overall

Request for Bids
for the Pipe Organ Removal Project
August 12, 1991

design of the organ. In past decades, the Auditorium has been the site of historic recitals by leading artists such as Marcel Dupre and Richard Purvis and it is to be hoped that this tradition will resume following the grand reopening in 1993.

1.2 Summary of Work:

The organ project is scheduled to proceed in two distinct phases, as detailed in the Introduction, 1.0; these two phases require two separate bids as detailed on printed forms contained in this project manual. Upon receipt of bids the City shall advise of the successful bidder and specify if both phases of work shall be executed. In the event the City elects to proceed with Phase I work only the successful bidder shall be responsible for the removal, safe packing of any and all parts of the existing Estey pipe organ from the facility and delivering the crated parts to the City's designated storage facility. In the event the City elects to proceed with both phases, the successful bidder, in addition to the removal of the instrument shall be responsible for renovation and reinstallation as specified below.

Architectural plans of the existing facility as well as drawings and specifications of the proposed renovated facility are included in these organ bid documents. Although power is no longer available to the organ console or blowing plant (the hall has been closed for five years), the City will make every effort to provide qualified bidders with an opportunity to inspect the existing chambers and pipework during pre-bid walkthru's scheduled to be held on September 6 and 13, 1991.

The organ builder selected must co-ordinate all aspects of his/her work with the master schedule of the Auditorium Renovation. Additionally, all aspects of the new organ design must be approved in writing by the City's designated representative prior to construction and/or installation. Removal of the parts of the organ necessary for the restoration/rebuilding must be accomplished within 15 working days of Notice to Proceed as general construction demolition will commence immediately thereafter.

The organ builder will be responsible for the removal, cleaning, rehabilitation, storage and re-installation of the original Spencer organ blower which is 20 horsepower. The organ builder will co-ordinate with the City's Designated Representative and General Contractor regarding the restoration and re-installation of this blower and the location, construction and ducting of the new windlines.

The organ builder will be responsible for the removal of all parts of the existing Estey pipe organ except for the console and relay. Access for removal of any parts of the instrument which requires demolition of building elements must be coordinated with the general construction contractor who will perform this work. The organ restoration contractor shall be responsible for the safe packing of any and all parts of the existing Estey pipe organ to be utilized in the rebuilt organ as detailed in the attached specification. Said parts are to be removed with all due care to the organ builder's workshops where the restoration directed by the organ consultant will take place. The City's Designated Representative will have authority to inspect the organ builder's workshops at any point following the removal of the instrument to insure the safety of said organ pipes and the progress of the restoration.

The organ builder is to use only chests of the standard electro-pneumatic type in this installation. The coupling and relay system are to be of the solid-state multiplex type, with coaxial cable connecting the four-manual moveable console to predetermined locations on the stage of the Auditorium. Locations should be shown on electrical plans to be included in bid sets. The console is to be of the stopknob type, with standard

Request for Bids
for the Pipe Organ Removal Project
August 12, 1991

coupler tablets above the Solo manual. Layout drawings of the chamber installations and console layout drawings are to be submitted by the organ builder to the City's Designated Representative for approval six months prior to the commencement of any work. Materials to be used for all console surfaces are to be approved in writing by the City's Designated Representative 90 days prior to commencement of the construction of the console. The organ builder is to provide a rolltop and keylock and padded cloth cover for the console, which is to be stored in a locked specially-designed console storage room backstage.

SPECIFICATION OF THE ORGAN: SACRAMENTO MEMORIAL AUDITORIUM
SACRAMENTO, CALIFORNIA

GREAT (enclosed)

1.	16'	Diapason	61 pipes	43 scale at 8'CC
2.	8'	Diapason	12 pipes	extension 16'
3.	8'	Principal	61 pipes	44 scale, $\frac{1}{2}$ m., 17h.
4.	8'	Gemshorn	61 pipes	46 scale, tapered
5.	8'	Gemshorn Celeste	54 pipes	GG; to match unison
6.	8'	Flute Harmonique	61 pipes	50 sc., harm. #25
7.	4'	Octave	61 pipes	56 sc., $\frac{1}{2}$ m., 18h.
8.	4'	Flute Octaviant	12 pipes	extension 8' Flute
9.	2 $\frac{2}{3}$ '	Quinte	61 pipes	from old Sw. Mixture
10.	2'	Fifteenth	61 pipes	69sc., $\frac{1}{2}$ m., 19h.
11.	IV	Mixture 1 $\frac{1}{3}$ '	244 pipes	based on 46 sc. at 8' $\frac{1}{2}$ m. 18h., spotted
12.	8'	Trumpet	61 pipes	old Solo revoiced
13.		Tremulant		
14.		Chimes (Solo)		
15.		Great Sub		
16.		Great Unison Off		
17.		Great Super		

CHOIR (enclosed)

1.	16'	Dulciana	61 pipes	old Choir stop revoiced
2.	8'	Principal	61 pipes	45 scale $\frac{1}{2}$ m. spotted
3.	8'	Concert Flute	61 pipes	wood; revoiced
4.	8'	Bourdon	61 pipes	metal; felted cannisters
5.	8'	Viole d'Amour	61 pipes	old Choir stop
6.	8'	Viole Celeste	61 pipes	existing + old VDO bass
7.	8'	Dulciana	12 pipes	extension 16' Dulciana
8.	8'	Unda Maris TC	49 pipes	to match unison
9.	4'	Principal	12 pipes	extension 8' Principal
10.	4'	Koppelflute	61 pipes	larger A/S Baroque scale
11.	2 $\frac{2}{3}$ '	Nasard TC	49 pipes	larger scale; tapered
12.	2'	Flautino	61 pipes	old Choir stop revoiced
13.	1 $\frac{3}{5}$ '	Tierce TC	49 pipes	from old Sw. Mixture
14.		Mixture III-IV 1 $\frac{1}{3}$ '	232 pipes	all sc. 48 at 8'CC, 18h.
15.	8'	Clarinet	61 pipes	metal; reeds

CHOIR

16.	Tremulant		
17.	Harp		
18.	Celesta		extension Harp
19.	Choir Sub		
20.	Choir Unison Off		
21.	Choir Super		
22.	8' Tuba Major (not subject to		duplexed from Solo
23'	4' Tuba Clarion (couplers.		duplexed from Solo
24.	8' Tromba		Pedal extension - 17 pipes

SWELL

1.	16'	Gedeckt	61 pipes	wood and metal; revoiced
2.	8'	Diapason	61 pipes	scale 43; revoiced
3.	8'	Gedeckt	12 pipes	extension 16' Gedeckt
4.	8'	Salicional	61 pipes	Haskell bass
5.	8'	Voix Celeste TC	49 pipes	regulated as unison
6.	4'	Principal	61 pipes	from old Sw. Mixture
7.	4'	Flauto Traverso	61 pipes	wood; revoiced
8.	2'	Octavin	61 pipes	harmonic from #13
9.	1 $\frac{1}{3}$ '	Larigot	61 pipes	large scale, 1/6m.
10.		Mixture V 2'	305 pipes	scale 48 at 8'CC, 18h.
11.	16'	Double Trumpet	61 pipes	old Sw. revoiced
12.	8'	Trumpet	12 pipes	extension 16'
13.	4'	Clarion	61 pipes	to blend with 16-8' unit
14.	8'	Oboe	61 pipes	small scale; reeds
15.	8'	Vox Humana	61 pipes	Hoyt metal
16.		Tremulant		
17.		Swell Sub		
18.		Swell Unison Off		
19.		Swell Super		
20.	8'	Tuba Major (not subject to couplers)		duplexed from Solo.
21.	4'	Tuba Clarion " " " "		" " "

SOLO

1.	16'	Violone	12 pipes	extension 8' Cello; old 16' of Choir Fagotto (Haskells)
2.	8'	Cello	61 pipes	scale 50 tapered 2 scales
3.	8'	Cello Celeste	61 pipes	scales 60-64-74 matching unison at middle C
4.	8'	Gamba	61 pipes	from old Solo III Violins
5'	8'	Gamba Celeste	61 pipes	to match unison from old Solo
6.	8'	Major Flute	12 pipes	extension of 4'; old pipes
7.	4'	Principal	61 pipes	scale 57; $\frac{1}{2}$ m.
8.	4'	Flute	61 pipes	EMS Flauto Mirabilis scale
9.	16'	Ophicleide	61 pipes	old Solo revoiced
10.	8'	Ophicleide	12 pipes	extension 16'
11.	8'	English Horn	61 pipes	double-belled resonators
12.		Tremulant		
13.		Solo Sub		
14.		Solo Unison Off		
15.		Solo Super		
16.	8'	Tuba Major	61 pipes	old pipes revoiced
17.	4'	Tuba Clarion	61 pipes	old pipes revoiced
18.		Chimes		

(stops no. 16-17-18 not to be affected by any couplers.)

PEDAL

1.	32' Violone	(Solo)	extension 16'	12 electronic
2.	32' Bourdon		extension 16'	12 electronic
3.	16' Open Wood			32 pipes
4.	16' Diapason	(Great)		
5.	16' Violone	(Solo)		
6.	16' Dulciana	(Choir)		
7.	16' Bourdon			32 pipes
8.	16' Gedeckt	(Swell)		
9.	8' Open Wood		extension 16'	12 pipes
10.	8' Diapason	(Great)		
11.	8' Principal		old Gt.No.I Diap.	32 pipes
12.	8' Cello	(Solo)		
13.	8' Bourdon		extension 16'	12 pipes
14.	8' Gedeckt	(Swell)		
15.	4' Choralbass		extension #11	12 pipes
16.	4' Flute		extension 16' Open	12 pipes
17.	4' Gedeckt	(Swell)		
18.	32' Ophicleide	(Solo)	extension 16'	12 pipes/elec.
19.	16' Trombone			32 pipes
20.	16' Ophicleide	(Solo)		
21.	16' Double Trumpet	(Swell)		
22.	8' Tromba		extension 16'	12 pipes
23.	8' Ophicleide	(Solo)		
24.	8' Trumpet	(Swell)		
25.	4' Tromba Clarion		extension 16'	12 pipes
26.	4' Trumpet	(Swell)		
27.	Chimes	(Solo)		
28.	Pedal Unison Off			
29.	Pedal Divide			

The following stops require the restoration of existing Estey pipework:

GREAT: #1,2,9,12. CHOIR: #1,3,5,6,7,12,13,15,17,(18). SWELL: #1,2,(3),4,5,6,7,11,(12),
14,15.

SOLO: #1,4,5,6,9,10,16,17,18. PEDAL: #3,(4-6),7,(8),9,(10),13,(14,15),16,(17),19,(20-
21),22,(23-24),25,(26-27).

Details of remaining stops' pipework to be provided by the City. Tonal finishing to be completed under the direction of the City's Designated Representative.

COUPLERS (in order of appearance on nameboard of console)

TO PEDAL

- 1. Great to Pedal 8'
- 2. Swell to Pedal 8'
- 3. Choir to Pedal 8'
- 4. Solo to Pedal 8'
- 5. Great to Pedal 4'
- 6. Swell to Pedal 4'
- 7. Choir to Pedal 4'
- 8. Solo to Pedal 4'

TO GREAT

- 9. Swell to Great 8'
- 10. Choir to Great 8'
- 11. Solo to Great 8'
- 12. Swell to Great 16'
- 13. Choir to Great 16'
- 14. Solo to Great 16'
- 15. Swell to Great 4'
- 16. Choir to Great 4'
- 17. Solo to Great 4'

TO SWELL

- 18. Choir to Swell 8'
- 19. Solo to Swell 8'

TO CHOIR

- 20. Swell to Choir 8'
- 21. Solo to Choir 8'
- 22. Swell to Choir 16'
- 23. Solo to Choir 16'
- 24. Swell to Choir 4'
- 25. Solo to Choir 4'
- 26. Great to Choir 8'
- 27. Pedal to Choir 8'

TO SOLO

- 28. Swell to Solo 8'
- 29. Choir to Solo 8'
- 30. Great ON Solo 8'
(brings all couplers to Gt.
onto Solo)

TRANSFER

- 31. Great/Choir Manual Transfer
(brings manual pistons reverse)

SPECIAL

- 32. All Swells to Swell

Pedal light to come ON with blower.

Recessed indicator lights on console:

- 1. All Strings (white)
- 2. Reeds Off (white)
- 3. Mixtures Off (white)
- 4. Plenum (green)
- 5. Crescendo (green)
- 6. SFZ I (red)
- 7. SFZ II (red)

COMBINATION ACTION

SSLL - 8 level memory system

16 generals: #1-8 by manual pistons under bass of Swell keyslip;
#9-16 by manual pistons under bass of Great keyslip;
#9-16 duplicated by toe studs to left of Swell shoes.

8 manual pistons to each: GREAT, SWELL, CHOIR and SOLO divisions (1-8; no "0").

8 toe studs to PEDAL division, placed to right of Crescendo Pedal.

4 coupler pistons to affect coupler tablets on nameboard only; not affecting intramanual couplers such as Swell to Swell Sub, etc. The 4 pistons to be placed under bass of Solo keyslip.

REVERSIBLES: Great to Pedal (thumb and toe)
Swell to Pedal (thumb and toe)
Choir to Pedal (thumb)
Solo to Pedal (thumb)
Swell to Great (thumb)
Choir to Great (thumb)
Solo to Great (thumb)
Swell to Choir (thumb)
Solo to Choir (thumb)

All Swells to Swell (thumb piston on extreme right of Solo keyslip)

SFZ I and SFZ II thumb pistons on extreme right of Great keyslip, duplicated by toe studs to extreme right of Crescendo pedal

4 "Combinations" to be reversible thumb pistons under bass of Choir keyslip, duplicated by toe studs to left of Swell to Pedal toe stud: these do NOT visibly affect the stop knobs: from right to left these are to be:

1. All Strings: to engage the following :

GREAT #4,5.
CHOIR #5,6,7,8.
SWELL #4,5.
SOLO #2,3,4,5.
PEDAL #2,5,6,8,12,13,14. COUPLERS #2,3,9,10,11,15,16,20,24.

2. Reeds Off: to act as a reed vent on any reed stops drawn.

3. Mixtures Off: to act as a vent on any mixtures drawn.

4. Plenum: to engage the following:

GREAT #3,7,10,11.
CHOIR #4,9,12,14.
SWELL #3,4,6,10.
SOLO #2,4.
PEDAL #4,5,8,10,11,12,15. COUPLERS #2,3,9,10,20,28,29.

5 SHOES for GREAT, CHOIR, SWELL, SOLO and CRESCENDO.

On-Off switch to turn on console lighting with blowers and rectifiers. (one single switch)

"Sequencer" or advance general piston to be on toe stud immediately right of Crescendo Ped.