



**DEPARTMENT OF
GENERAL SERVICES**

**FACILITY MANAGEMENT
DIVISION**

**CITY OF SACRAMENTO
CALIFORNIA**

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

916-449-5445

DUANE J. WRAY
SUPERINTENDENT

**CONTRACT SPECIFICATIONS
FOR
REROOF WATER TANK #2
45TH AND V STREET
SACRAMENTO, CALIFORNIA
CC: ZA91**

**FOR PRE-BID INFORMATION, CALL:
Russell E. Billing
(916) 449-5977**

SEPARATE PLANS

**Non-Refundable Fee
for Plans and
Specifications: \$10.00**

**SACRAMENTO
CALIFORNIA**

Bids to be received: May 26, 1987

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on May 19, 1987 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for construction of: REROOF WATER TANK #2
45th & V Street
Sacramento, CA 95817 cc: ZA91

as set forth in the Construction Documents adopted April 28, 1987
by the City of Sacramento.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders and enclosed in an envelope marked: "Sealed Proposal for the Construction of _____."

Copies of the Sealed Proposal Forms and accompanying documents are available at the office of _____

(Non-refundable fee \$ _____).

All contractors, subcontractors and all concerned must comply with the rates of wages established by the Director of Industrial Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk; or such other rates of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

Each bid must be accompanied by security consisting only of California Bank Cashier's Check, certified check, California Bank Money Order, or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10 %) of the sum of the proposal.

The right to reject any or all bids or to waive any informality in any bid received is reserved by the City Council.

LORRAINE MAGANA
CITY CLERK

INSTRUCTIONS TO BIDDERS

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

DOCUMENTS

Bidder may obtain Drawings and Project Manual from the Office of City Clerk's Office
915 "I" Street, Room 203
Sacramento, CA 95814

(Non-refundable fee \$ 10.00)

Drawings and Project Manual may be examined at the Architect's office and at the following locations:

Construction Data & News, 1791 Tribute Rd, Ste. D, Sacramento, CA 95815
Const. Industry Force Acct. Council, 1331 T St., Sacramento, CA 95814
Greater Sacramento Area Plan, 2220 Watt Av., Ste. B-5, Sacto., CA 95825
Sacramento Builders Exchange, P.O. Box 1462, Sacramento, CA 95807
State Dept. of Gen. Serv., Small & Minority Business Procurement Assist. Div., 1812 14th St., Rm. 200, Sacramento, CA 95814
Builders Exch. of Alameda Co., 3055 Alvarado St., San Leandro, CA 94577
California Builder & Engineer, P.O. Box 10070, Palo Alto, CA 94303
Contra Costa Builders Exchange, 2490 Salvio St., Concord, CA 94520
Daily Construction Service, P.O. Box 3019, San Francisco, CA 94119
Daily Pacific Builders Exch., P.O. Box 7878 Rincon Annex, S.F., CA 94120
El Dorado Builders Exch., 681 Main St., Placerville, CA 95667
Minority Business Exchange, 1255 Post St., Ste. 625, S.F., CA 94109
Nevada County Bldrs. Exch., 150B So. Auburn St., Grass Vly., CA 95945
Peninsula Builders Exch., 735 Industrial Way, San Carlos, CA 94070
Placer County Contractor Assn., 220 Sacramento St., Auburn, CA 95603
San Francisco Builders Exch., 850 South Van Ness Ave., S.F., CA 94110
Stockton Builders Exch., 7500 N. West Lane, Stockton, CA 95210
Valley Contractors Exchange, 1641 Colusa Hwy., Yuba City, CA 95991
Valley Contractors Exchange HQ, 951 E. 8th Street, Chico, Ca 95921
Sacto. Minority Business Dev. Ctr., 530 Bercut Dr., Ste. C, Sac., 95814

EXAMINATION

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

QUESTIONS AND RESOLUTION OF DISCREPANCIES

Submit all questions about the Drawings and Project Manual to the Office of Facility Development
5730 24th Street, Bldg. 1
Sacramento, CA 95822

ATTN: Russell E. Billing, (916) 449-5977

INSTRUCTIONS TO BIDDERS

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Written replies will be issued to all prime bidders on Addenda to the Drawings and Project Manual and will become a part of the Contract. The City, City Engineer, and Architect will not be responsible for oral clarifications. Questions received less than 120 hours before the bid opening cannot be answered in writing.

BASIS OF BID

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

PREPARATION OF PROPOSAL

Proposals must be submitted on the unaltered forms furnished by the City, a copy of which is bound with the Project Manual. The Proposal must be in ink which is clearly legible and must be properly executed and signed. Signatures of all persons signing must be in longhand, with name typed below signature. Proposals submitted by corporations must be signed by a duly authorized officer, and the name of the State of incorporation must be indicated. Numbers shall be stated both in writing and in figures.

PROPOSAL GUARANTEE

The Proposal shall be accompanied by a corporate surety bond in the form hereinafter set forth, or by a certified check on a solvent bank of the State of California, made payable on sight to the Finance Director, the City of Sacramento, the amount of which shall be not less than 10% of the base or lump sum bid for the proposed work. No proposal will be considered unless accompanied by such bond or check.

When proposals have been received and reviewed by the City, all bonds and checks will be returned to the respective Bidders except those submitted by the two lowest responsible Bidders, which checks will be returned after the Contract has been awarded and subsequently the successful Bidder has executed the agreement and filed satisfactory bonds and proof of insurance as specified, or after all proposals have been rejected if no award is made. The proceeds of such bond or check will be retained by the City as damages should such Bidder fail to enter into said contract within the specified time, unless the City, by resolution, approves the return of said bond or check.

PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price. Said bonds to be secured from a surety company satisfactory to the City of Sacramento and shall be furnished to the City of Sacramento simultaneously with delivery of the signed contract.

INSTRUCTIONS TO BIDDERS
Page 3

SUBCONTRACTORS

Names of subcontractors that the Bidder proposes to use on the work must be listed in the space provided in the Sub-Bidder Form, pursuant to the provisions of Sections 4101 to 4107, inclusive, of the Government Code of the State of California.

These sections require, among other things, that the Contractor, in submitting his bid, must show the following:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent of the prime Contractor's total bid.
- B. The portion of the work which will be done by each such subcontractor: The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid. If a Contractor fails to specify a subcontractor or if a Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent of the Contractor's total bid, he agrees to perform that portion himself.

OPENING OF BIDS

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

AWARD OF CONTRACT

In accordance with Section 58.102 of the City Code, the Council shall at any time within sixty (60) days after the date set for the opening of bids, either award the Contract or reject all bids.

EXECUTION OF CONTRACT

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

The individual, firm, partnership, joint venture, or corporation to whom or to which the Contract has been awarded, shall sign the necessary Agreements entering into the Contract and shall furnish the surety bonds required within ten (10) calendar days after the award of the Contract by the City Council. A sample form of Agreement is included with the Project Manual.

INSTRUCTIONS TO BIDDERS
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Failure to comply with any of the requirements of these Instructions to Bidders, to execute the Contract as prescribed, or to furnish security as set forth, might 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 Proposal Guarantee shall become the property of the City, not as a penalty, but as liquidated damages. Award may then be made to the next best qualified Bidder, or the work may be readvertised, as determined by the Council.

The successful Bidder shall not, without the written consent of the subcontractor listed and the City Engineer, substitute any person as subcontractor in place of the subcontractor listed in the Sub-Bidder Form.

DELIVERY OF PROPOSAL

The Proposal must be delivered to the City Clerk by the time set forth in the Notice to Contractors. The proposal must be enclosed in the envelope provided by the City Clerk for that purpose. The envelope must be marked on the outside as indicated in the Notice to Contractors, and the envelope must be sealed.

REJECTION OF PROPOSALS

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

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

BIDDER'S QUALIFICATIONS

Every Bidder must hold a valid Contractor's license and license must be registered to exactly the same individual, co-partnership, or corporation as that making the bid. The Contractor's license must be of a class which permits its holder to do the type of work contemplated in the project as of the date the Proposal is submitted, and such license must be maintained for the duration of the work.

The Bidder shall indicate his license number in the space provided for that purpose on the Proposal Form.

LAWS AND REGULATIONS

All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

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, transportation, equipment, services, taxes and incidentals required to construct the

REROOF WATER TANK #2
45th & V Street
Sacramento, CA 95817 CC: ZA91

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Drawings and Project Manual now on file in the office of the City Clerk, for the following sum:

_____ DOLLARS
(\$ _____).

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary surety bonds within ten (10) days after notice of the award of said contract, and to begin work within fifteen (15) days after the date of the signing of the contract by the Contractor and the City.

It is understood that this bid is based upon completion of the Work within a period of _____ calendar days, 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 and is familiar with the Drawings and Project Manual as well as the local conditions at the place where the Work is to be done, and is familiar with the liquidated damages provision of the Supplementary Conditions.

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.

Enclosed is bid security as required consisting of a bidder's bond or certified check for not less than ten percent (10 %) of the amount bid.

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

- Add. # _____ DATE _____
- Add. # _____ DATE _____
- Add. # _____ DATE _____

PROPOSAL - BID FORM

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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 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 corporation, fill in the following sentence:

"This Corporation is organized and existing under and by virtue of the laws of the State of _____."

If the bidder is a partnership, the bid 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 DEPOSIT ENCLOSED:

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

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
_____ BID BOND
_____ MONEY ORDER

CONTRACTOR:

By _____
(Signature)

Title _____

Address _____

Telephone No. _____

Date _____

Valid Contractor's License No. _____
is held by the Bidder.

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) bid of the Principal above named, 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 bid to the City for certain construction specifically described as follows for which bids are to be opened in the Council Chambers at City Hall, Sacramento, California, on _____, for

REROOF WATER TANK #2
45th & V Street
Sacramento, CA 95817

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Contract Documents, enters into a written contract, in the prescribed form, in accordance with the bid, and files the 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 virtue.

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.

BIDDER'S BOND

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IN WITNESS WHEREOF we have hereunto set our hands and seals this _____
day of _____, 19____.

(seal)

PRINCIPAL

(seal)

SURETY

SUB-BIDDER FORM

In accordance with Sections 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is submitted concerning sub-bidders:

NAME SUB-BIDDER	ADDRESS SHOP, MILL OR OFFICE	CLASS OF WORK	PORTION OF WORK TO BE DONE

FOLLOWING FORMS TO BE
FILLED OUT AND SIGNED
ONLY IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

Bidder

By _____

Title _____

Address _____

Date _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. 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)

AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 19____,
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. CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said 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.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Contractors, the completed Proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which occur or actions to be taken after the submission of the Proposal, this Agreement, the Standard Specifications, the Special Provisions, Plans and Technical Specifications, the drawings and other data and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this place.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents entitled:

REROOF WATER TANK #2, 45th & V Street, Sacramento, CA 95817

including the following alternative bid items described in the Proposal Form:

None

5. CONTRACT 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 is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions and withholding as provided in the Contract Documents.

6. PROGRESS AND FINAL PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

- (A) On the first of the month, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper work.
- (D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against City arising under the Contract Document.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before ten (10) calendar days from and after receipt of written Notice to Proceed from City to Contractor and will 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 shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before Thirty, (30) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any unfaithful or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the proper inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor and each assignee under any assignment in effect at the time of final payment 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 all liability, obligations and claims arising under this contract.

13. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK
IN WHOLE OR IN PART

The City of Sacramento shall have the right at any time to enter upon the work and perform work not covered by this Contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract.

14. 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 shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. 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 guarantees all work executed by him and 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, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall 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. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. 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.

16. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, 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 of Sacramento by reasons 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 acknowledges that he 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.

17. LIQUIDATED DAMAGES

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 One hundred and no/100-----
(\$ 100.00) 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.

18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all

such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. 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, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and 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.

20. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall do all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

22. 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 his own cost and expense the following insurance coverage:

(A) Worker's Compensation

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include

Comprehensive Auto and General Liability Insurance
Products and Completed Operation Liability
Broad Form Property Damage Liability
Contractual Liability
Personal Injury Liability

The amount of the 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 of Sacramento, 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.

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancelation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

Contractor shall sign and file with the Division of Risk Management of the City of Sacramento the following certification prior to commencing performance of the work of the Contract:

"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 will comply with such provisions before commencing the performance of the work of this Contract."

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract 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.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a reason for granting an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather which shall then be classified Excusable Delay.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the work within the time specified; and, (v) any delay resulting from ordinary inclement weather. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

26. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.

27. EXTENSION OF TIME

Should any delays occur which the City Council may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the City Council may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

The granting of any extension of time on account of delays which in the judgment of the City Council are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the extension of the Completion Date.

29. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not.

Contractor waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or Specifications, it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor because of such delays.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to the said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

31. TERMINATION AFTER COMPLETION DATE

In addition to any rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

32. 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 the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the City Engineer should be of the opinion that the conditions of the Contract 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, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the

expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) 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 by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, 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 no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, 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 shall thereupon pay such sum to contractor and his Surety.

No act by City before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, 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 or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

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

FUNDING AVAILABLE:

City Attorney

Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with Wells Fargo Bank as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

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, a Contract for Construction of

REROOF WATER TANK #2
45th & V Street
Sacramento, CA 95817
C.C. ZA91

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

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, his 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, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on his or their 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.

PERFORMANCE BOND

Page 2

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 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 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)

By _____

Title _____

(Surety)

By _____
Attorney-in-fact (Seal)

Title _____

Witness

Witness

APPROVED AS TO FORM

City Attorney

PAYMENT BOND

Page 1

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, a Contract for the construction of

REROOF WATER TANK #2
45th & V Street
Sacramento, CA 95817
CC: ZA91

In accordance with Drawings and Project Manual prepared therefor, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said contract to furnish a bond in connection with said Contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, provender or other 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 Division 3, of the Civil Code; 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 his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and 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.

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 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, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if said Contractor, his heirs, executors, administrators, successors and assigns,

PAYMENT BOND

Page 2

or his 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 superceded 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 or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 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)

Witness

By _____

Title _____

(Surety)

Witness

By _____ Attorney-in-fact (Seal)

APPROVED AS TO FORM

Title _____

City Attorney

This certifies to CITY OF SACRAMENTO
 that the following described policies have been issued to:

Insured _____
 Address _____

Location of operations insured _____

Description of work (show project name and/or number, if any) REROOF WATER TANK #2
45th & V Street, Sacramento, CA 95817 CC: ZA91

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Workmen's Compensation (Insurer: _____)	Employer's Liability \$ _____			
Comprehensive General Liability (Insurer: _____)	Each Person	Each Occurrence		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Comprehensive Auto Liability (Insurer: _____)	Each Person	Each Accident		
	Each Occurrence			
	Combined Single Limit			

All policies are in effect at this time and will not be cancelled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the certificate holder named on the top line.

The following coverages or conditions are in effect:

	Yes	No
<u>Broad Form Property Damage</u>		
<u>Products and Completed Operations</u>		
<u>Contractual Liability</u>		
<u>Professional Liability</u>		
<u>Errors & Omissions</u>		
<u>Legal Liability</u>		
<u>X, C, U Hazards Included</u>		
<u>Named Additional Insured⁽¹⁾</u>		
<u>Insurance policy(ies) will be deemed Primary Insurance</u>		

 (Date)

 (Authorized Signature) (2)

 (At)

 (Insurance Company)

- (1) City of Sacramento, its officers, employees, and agents
- (2) Authorized signature may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

NOTE: Forward completed Certificate within 15 days of execution of this contract and prior to engaging in any activity set forth in this contract to:
 CITY OF SACRAMENTO; DEPARTMENT OF FINANCE;
 915 I STREET, ROOM 100; SACRAMENTO, CA 95814

GUARANTEE

We hereby guarantee the

REROOF WATER TANK #2, 45th & V Street, Sacramento, CA 95817

which we propose to install in 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 period from the date of acceptance without 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 therefor immediately upon demand.

Signed:

Dated:

PROJECT: REROOF WATER TANK #2
 COST CENTER: ZA91
 PURCHASE ORDER:
 INVOICE NO:
 PERIOD ENDING DATE:

CONTRACTOR:
 APPLICATION NO:

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY CITY TOTAL		\$	\$
SUBSEQUENT CHANGE ORDERS			
NUMBER	DATE		
TOTALS			
NET CHANGE by CHANGE ORDERS			

Original Contract Sum		\$
Net Change by Change Orders	\$	
Total Adjusted Contract to Date		\$
Balance of Contract to Finish	\$	
Total Completed and Stored to Date		\$
Less 10% Retained	\$	
Less Previous Payments	\$	
Current Amount Due		\$

Submitted
By _____

Approved
By _____

Approved
By _____

PROJECT: REROOF WATER TANK #2
 COST CENTER: ZA91
 PERIOD ENDING DATE:

CONTRACTOR:

APPLICATION NO:

315-8
0479

NO.	Description of Work	Contract Amount	Work Completed		Stored Materials	Total Completed and Stored to Date		Balance to Finish	Retained Amount
			Previous	Current					
		\$	\$	\$	\$	\$	\$	\$	\$

PROJECT: REROOF WATER TANK #2
 COST CENTER: ZA91
 PERIOD ENDING DATE:

CONTRACTOR:

APPLICATION NO:

NO.	Description of Work	Contract Amount	Work Completed		Stored Materials	Total Completed and Stored to Date		Balance to Finish	Retained Amount
			Previous	Current					
		\$	\$	\$	\$		\$	\$	\$

GENERAL CONDITIONS

Page 1

Except to the extent modified under the Supplementary Conditions, the General Conditions of these Specifications shall be Sections 1 through 8, inclusive, of the Standard Specifications of the City of Sacramento, adopted by the City Council of said City by Resolution No. 81-042, dated January 20, 1981.

The City Standard Specifications are subject to the provisions of Chapter 58 of the Sacramento City Code (ordinance No. 3129, Fourth Series), effective July 15, 1972 (enacted pursuant to Section 251 of the Sacramento City Charter). If there is any conflict between the City Standard Specifications as currently written and Chapter 58 of the Sacramento City Code, the latter shall govern.

The references contained in the City of Sacramento Standard Specifications and Supplemental Conditions to the City Engineer shall now refer to the Chief of Facility Development or designee.

FM 11/12/85

1.01 MODIFICATIONS TO GENERAL CONDITIONS

A. General

1. The General Conditions are modified as follows. Where any part of the General Conditions is modified or deleted, unaltered provisions shall remain in effect.
2. References to articles hereafter are those set forth in the Standard Specifications of the City of Sacramento, adopted by Resolution No. 81-042 dated January 20, 1981.

B. Modifications

1. Article 1-1 through 1-3, Amended:

Delete the abbreviation AASHTO and add the following abbreviations:

ACI	American Concrete Institute
ALA	American Insurance Association
AISC	American Institute of Steel Construction
ALSI	American Iron and Steel Institute
APA	American Plywood Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
CS	Commercial Standards (U.S. Department of Commerce)
DFPA	Douglas Fir Plywood Association
FS	Federal Specifications
NBFU	National Board of Fire Underwriters
NEC	National Electric Code
NFPA	National Fire Protection Association
RIS	Redwood Inspection Service
SPR	Simplified Practice Recommendations (Bureau of Standards, U.S. Dept. of Commerce)
UL	Underwriters Laboratories, Inc.
UBC	Uniform Building Code (1976 Edition) of the Pacific Coast Building Officials Conference
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

2. Article 1-9, "City Engineer's Estimate", Deleted:

Delete this article in its entirety.

3. Article 1-11, "Contract", Deleted:

Delete this article in its entirety and add the following:

SUPPLEMENTARY CONDITIONS

Page 2

"Contract" shall mean the written Agreement covering the performance of the work, and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract Documents form the Contract, "Contract Documents" shall consist of the Drawings and all the items listed in the Table of Contents for the Project Manual, any Addenda to the Contract, and other modifications effected in accordance with the terms of the Contract.

4. Article 1-20, "Intention of Terms", Amended:

Delete the second paragraph of this article in its entirety.

5. Article 1-25, "Plans", Deleted:

Delete this article in its entirety and substitute the following:

"Drawings" shall mean working drawings or supplemental drawings, or reproduction thereof, approved by the Engineer which show the location, character, dimensions, and details of the work to be done, and which form part of the Contract.

6. Article 1-29, "Special Provisions", Deleted:

Delete this article in its entirety.

7. Article 1-30, "Specifications", Deleted:

Delete this article in its entirety and substitute the following:

"Specifications" shall mean the technical portion of the Project Manual consisting of the written description of the qualities of materials and/or methods of workmanship to be furnished under the Contract. The Specifications are organized into divisions, sections and articles to enable grouping of the various portions of the Work in a logical format, but this organization does not in any way restrict the Contractor in dividing the Work among Subcontractors, or in establishing the extent of Work to be performed by any trade.

8. Section 2, PROPOSAL REQUIREMENTS AND CONDITIONS, Pages 3, 4, and 5, Deleted:

Delete Pages 3 through 5 of the Standard Specifications. Refer to INSTRUCTIONS TO BIDDERS.

9. Article 3-3, COMPARISON OF BIDS, Deleted:

Delete this article in its entirety.

10. Article 3-8, FORM OF CONTRACT AND SURETY BONDS, Amended:

For the information of the bidder, enclosed in the "Contract Forms" of the Project Manual are sample forms of the contract and surety bonds to be required to be executed by the successful bidder. The terms and conditions of the contract agreement as set forth in said sample forms are incorporated into the General and Supplementary Conditions. In the event of a conflict between the terms and conditions as set forth in the sample forms and the terms and conditions set forth in the General and Supplementary Conditions or other related documents, the terms and conditions set forth in the sample forms shall prevail.

11. Pages 7, 8, 9, 10, 11, 12, 13 and 14, Deleted:

Delete Pages 7, 8, 9, 10, 11, 12, 13 and 14 of the Standard Specifications.

12. Article 4-1, INTENT OF PLANS, etc., Deleted:

Delete this article in its entirety.

13. Article 4-4, CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK, Deleted,

Delete this article in its entirety.

14. Article 4-7, PROCEDURE AND PROTEST, Deleted:

Delete this article in its entirety and substitute the following:

"A change by the Engineer may be issued to the contractor at any time. Should the contractor disagree with any terms or conditions set forth in a change, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such change. The protest shall state the points of the disagreement, and if possible, references to the Project Manual, Drawings, Supplemental Drawings and costs involved. If a written protest is not submitted within the time specified above, payment shall be set forth in the change and such payment shall constitute full compensation for all work included therein or required thereby.

SUPPLEMENTARY CONDITIONS

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Where a protest concerning a change relates to compensation, the compensation payable for all work specified or required by said change to which such protest relates shall be determined as provided in paragraph 4-2 to 4-8 exclusive of paragraph 4-4. The contractor shall keep full and complete record of the cost of such work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation for such work.

Where the protest concerning a change relates to adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in paragraph H 5 "Extensions of time" under "Additions to General Conditions", hereinafter.

15. Article 4-8, CHANGES IN CHARACTER OF THE WORK, Deleted:

Delete this article in its entirety and substitute the following:

If an ordered change in the Drawings or supplemental drawings materially changes the character of the work of the Contract from that on which the contractor based his bid, an adjustment in compensation therefore shall be made in accordance with the following:

The basis of such an adjustment in compensation shall be the difference between the actual cost to perform the work or portion of the work involved in the change as originally planned and the actual cost of performing the work or portion of the work involved in the change, as changed. The Engineer shall determine the actual cost in the same manner as if the work were to be paid for on a cost and percentage basis as provided in paragraph H - part 4 in the "Additions to the General Conditions" below, or such adjustments shall be agreed to by the Contractor and the Engineer. Any such adjustment shall apply only to the portion of the work of said item actually changed in character. At the option of the Engineer, the work involved in said change shall be paid for by cost and percentage as provided in paragraph 8-16. Failure of the Engineer to recognize a change in character of the work at the time the change is issued shall in no way be construed as relieving the Contractor of his duty and responsibility of filing a written protest within fifteen (15) days as provided in paragraph 4-7, "Procedure and Protest".

16. Article 4-9, NOTICE OF CLAIMS FOR EXTRA WORK, Amended:

Delete the following:

Delete any and all reference to Section 4-4 (Changes and Increased or Decreased Quantities of Work") and to Paragraph 17 of the Agreement.

17. Article 4-11 DETOURS, Deleted:

Delete this article in its entirety.

18. Add the Following:

The organization of the Technical Specifications of the Project Manual into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors, or in establishing the extent of work to be performed by any trade.

19. Article 5-3, CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS, Deleted:

Delete this article in its entirety.

20. Article 5-4, COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS, Deleted:

Delete this article in its entirety and substitute the following:

"The project Manual, Drawings, and all supplemental drawings and documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete Work. In case of conflict between Drawings and the Technical Specifications of the Project Manual, the Drawings shall govern in matters of quantity and the Specifications shall govern in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and the higher quality shall be furnished."

In addition to the Drawings made a part of this Contract at time of signing, by incorporation or reference, the Engineer shall furnish such additional Drawings from time to time during the progress of the work, as are necessary to make clear and to define in greater detail, as may be necessary, the intent of the Contract and the Contractor shall make his work conform to all such Drawings.

21. Article 5-5, COOPERATION OF CONTRACTOR, Deleted:

Delete this article in its entirety and substitute the following:

"The Contractor will be supplied with one complete copy of Contract after its execution by the City. The Contractor will also be supplied with at least 10 copies of the Drawings and Project

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Manual for his use in prosecuting the Work of the Contract. One each of the Drawings and Project Manual shall be kept at the site of the Work available for use by the Engineer. Additional copies of Drawings and Project Manual may be requested by the Contractor and will be supplied without cost if available, or at the actual cost if their reproduction is necessary."

22. Article 5-6, CONSTRUCTION STAKES, Deleted:

Delete this article in its entirety.

23. Article 5-7, DRAWINGS TO BE FURNISHED BY CONTRACTOR, Deleted:

Delete this article in its entirety.

24. Article 5-14, QUALITY OF MATERIALS AND WORKMANSHIP, Deleted:

Delete this article in its entirety.

25. Article 5-15, TRADE NAMES AND ALTERNATIVES, Deleted:

Delete this article in its entirety.

26. Article 6-2, CERTAIN LAWS AFFECTING THE WORK, Amended:

Delete the following paragraphs:

- b. Prevailing Wage: Delete in its entirety and substitute the following:

"The Contractor, Subcontractors and all concerned must comply with the rate of wages per hour as established by the Director of the Department of Industrial Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California."

- d. Apprentices: Delete in its entirety.

- g. Subcontractors: Delete in its entirety.

Add the following:

"The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in

any respect, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

27. Article 6-3, PERMITS AND FEES, Deleted:

Delete this article in its entirety and substitute the following:

The Contractor shall secure and pay for all permits, government fees and licenses necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

Cost of building permit fee will be waived by City. However, Contractor will obtain such permit from Building Department (at no cost).

28. Article 6-6, PUBLIC CONVENIENCE AND SAFETY, Amended:

a. Materials stored on the work shall be so placed that minimum hazard to the public will result. It is agreed and understood that public safety is a prime consideration and during the progress of the work the protection of the public is to be constantly preserved. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain all necessary safeguards for the protection of workmen and public, and shall post danger signs warning against the hazards created by such features of construction as protruding materials, hoists, openings and falling materials; and he shall designate a responsible member of his organization at the site of the work, whose duty shall be the prevention of accidents.

b. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, facilities, and methods and for any injury to persons or property which may result from their failure or their improper construction, use, maintenance, or operation.

c. The duty of the Engineer, his employees, agents, architects or consultants to conduct, construct, or view the Contractor's performance is not intended to include review of the adequacies of the Contractor's safety measures in, on, or near the construction site. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor,

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without special instruction or special authorization from the Engineer, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act without discretion to prevent such threatened loss or injury, and he shall so act without appeal, if so authorized or instructed. Any compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement.

29. Article 6-9, BARRICADES AND WARNING SIGNS, Amended:

Change the third sentence of the first paragraph to read as follows:

"Warning signs, lights and devices shall be in accordance with requirements of the Motor Vehicle Code of the State of California and the City Traffic Engineer."

Delete the second paragraph in its entirety.

30. Add the following: GUARANTEE:

"Besides guarantees required elsewhere, the Contractor shall guarantee all work executed by him under this contract, or any extra orders, to be absolutely free of all defects of workmanship and materials for a period of one (1) year (or such other period as is expressly provided in the Specifications) after final completion and acceptance of the work by the City. The form of guarantee is contained in the Project Manual.

31. Article 8-2, SCOPE OF PAYMENT, Amended:

Amend this article by deleting any and all reference to Plans, Specifications and Special Provisions and replace with "Project Manual, Drawings, or Supplemental Drawings."

32. Article 8-4, FINAL ACCEPTANCE OF THE WORK, Deleted:

Delete this article in its entirety.

33. Article 8-5, FINAL PAYMENT, Deleted:

Delete this article in its entirety.

1.02 ADDITIONS TO GENERAL CONDITIONS

A. Definitions

1. Drawings: Working drawings or supplemental drawings, or exact reproductions thereof, approved by the Engineer which show location, character, dimensions, and details of the work to be done, and which are considered as part of the Contract.

2. Project Manual: The manual prepared for the Project, including the Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and other related documents.
- B. Warranty: The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. Architects Authority: The Architect will make periodic visits to the site to familiarize himself with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Engineer informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. All instructions from the Architect to the Contractor shall be given through the Engineer, and the City will not be responsible for any instruction not so given. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- D. Underground Utilities: Except as otherwise provided herein, the Contractor shall send proper notices, make necessary arrangements, perform other services required in the care and maintenance of all public utilities on the project site. The Contractor shall assume all responsibilities concerning same. Contractor shall provide necessary protection to existing public utilities and utility services identified and designated on the Drawings and Project Manual and shall repair any such utilities that are damaged as a result of his operation. The City shall assume the responsibility for the removal, relocation, or protection of existing utilities located on the project site which are identified in the Drawings and Project Manual and are specified therein for removal or relocation by the City. Contractor shall physically inspect the site for utilities not identified in the drawings or Project Manual and shall exercise all due caution and shall take necessary action to avoid damage to or delays occasioned by the removal thereof.

If the Contractor while performing the contract, discovers utility facilities not designated and identified in the Drawings and Project Manual, he shall immediately notify the Engineer in writing and by telephone.

E. TRAINING OF APPRENTICES ON PUBLIC WORKS CONTRACTS

1. Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any sub-contractor under him.
2. Section 1777.5, as amended, requires the contractor, or subcontractor, employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeyman in such cases shall not be less than one to five except where an exception is issued on one of the following conditions:
 - a. In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
 - b. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
 - c. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
 - d. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
4. The Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Noncompliance with Section 1777.5 can result in substantial penalties under Section 1777.7.

5. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

F. Affirmative Action Requirements

1. 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 a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract.
2. A copy of the "Greater Sacramento Area Plan" is enclosed herewith for the Contractor's information. Additional information on the "Plan" is available at the headquarters office located at 4320 Stockton Boulevard, Sacramento, California 95820, Telephone: (916) 454-2774.

G. Materials Stored At Other Locations

1. Materials suitably stored at other locations to be paid for pursuant to the Contract Documents shall specifically include, but not necessarily be limited to major items of electrical and mechanical equipment in bonded warehouses. The City may make payments based upon Contract prices of materials upon order thereof, provided that the City is satisfied, in its sole discretion, that such payments will result in substantial savings and the Contractor agrees to share such savings with the City.

H. Schedule

1. Notice to Proceed: Written Notice to Proceed will be given by the City within 15 calendar days from the date of execution of the Contract. In the event the written Notice to Proceed has not been issued within the 15 calendar days, or the last date of any extensions of time agreed upon by the City and the Successful bidder, the contract shall be void, and no liability or obligation shall arise thereunder and Bidder shall not have any claim against the City or their officers, employees, agents or architects because of the failure of the City to issue the Notice to Proceed.

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2. Commencement and Prosecution of Work: The Contractor shall commence the work on or before 15 calendar days from and after receipt of written "Notice to Proceed" from the City to the Contractor, and will 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 shall be issued following execution of the Agreement and the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to excusable delays as defined herein.
3. Time of Completion: The time limit for the completion of the Work shall be the number of calendar days indicated on the Agreement, counted from and after the date the Contractor is issued a "Notice to Proceed" by the City (hereinafter called the "Completion Date"), as modified by extensions of time granted in accordance with the Contract Documents. Failure to substantially complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated. Time is and shall be of the essence in these Contract Documents.
4. Changes in the Work:
 - a. The City may at any time, without invalidating the Contract, or notice to the sureties, order extra work or make changes by altering, adding to or deducting from the Work, the Contract Price being adjusted accordingly. All such Work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
 - b. In giving instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost nor inconsistent with the purposes of the building, but otherwise, no extra work or change shall be made unless in pursuance of a written order signed or countersigned by the Engineer and City stating that the City has authorized the extra work or change and no claim for an addition to the Contract shall be valid unless so ordered.
 - c. Charges or credits for work covered by the approved changes shall be determined by one (1) or more, or a combination of the following methods:

1. Unit bid prices previously approved.
2. An agreed lump sum.
3. The actual cost of:
 - (a) Labor, including foremen, for performing extra Work.
 - (b) Materials permanently entering into the extra Work.
 - (c) Rental costs of construction plant and equipment during the time of use on the extra Work.
 - (d) Utilities and consumable supplies used directly in performance of the extra Work.
4. To the above cost, (Items (a) through (d) inclusive) there shall be added a fixed fee to be agreed upon, which shall be compensation to cover the cost of supervision, overhead, bonds, profit and any other expenses. The fixed fee shall be a percentage of the actual cost (Items (a) through (d) inclusive) but not to exceed:
 - (a) 15% of the actual cost of that portion of the Work performed by the Contractor.
 - (b) 20% of the actual cost of that portion of the extra Work performed by a subcontractor. (15% subcontractor and 5% Contractor)
5. Extensions of Time: In the event the City deems it necessary, in its sole discretion, to extend the time of completion of the Work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the Engineer.
6. Excusable Delays
 - a. For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy, fires, riots, insurrections; epidemics; quarantine restrictions; strikes, lockouts; sitdowns; acts of a governmental agency;

priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; charges in the work ordered by City insofar as they necessarily require additional time in which to substantially complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

- b. Inclement weather shall not be a reason for the granting of an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather. A delay for extraordinary inclement weather shall then be classified "Excusable Delay."
- c. The term "Excusable Delay" shall specifically not include:
 - 1. Any delay which would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor;
 - 2. Any delay in the prosecution of parts of the Work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor the substantial completion of the whole Work within the time specified;
 - 3. Any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections;
 - 4. Any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the substantial completion of the Work within the time specified; and
 - 5. Any delay resulting from ordinary inclement weather.

Excusable Delays, if any, shall operate only to extend the completion date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

- d. Should any delays occur which the City Council may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the City Council may grant an extension of time on the Contract.
- e. Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.
- f. After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.
- g. The granting of any extension of time on account of delays which in the judgment of the City Council are excusable delays shall in no way operate as a waiver on the part of City or its rights under this Contract excepting only the extension of the Completion Date.
- h. Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and these supplementary conditions and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work

relieve or release the sureties on bonds executed pursuant to the said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

I. Liquidated Damages

1. Determination of Damages: The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the City would suffer in the event of delay include expenses of prolonging employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the construction of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of the Contract, the Contractor acknowledges that he understands, has ascertained and agrees, that the amounts herein set forth shall be presumed to be the amounts of damages sustained by the failure of the Contractor to substantially complete the entire work within the times specified.
2. Agreed Amount of Damages: The amount of the liquidated damages to be paid by the Contractor to the City for failure to substantially complete the entire work by the completion date (as extended, if applicable) will be the amount indicated on the Agreement for each calendar day continuing to the time at which the work is substantially completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the Contractor's default.
3. Payment of Damages: In the event the Contractor shall become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due the Contractor until the liability of the Contractor under this section is finally determined.

The City shall have the right to use and apply such payment, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such payments shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this section or otherwise. If the sum so retained by the City is not sufficient to discharge all such liabilities of the Contractor, the Contractor and his sureties shall continue to remain liable to the City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

4. Termination After Completion Date: In addition to any other rights it may have, the City may terminate this contract at any time after the completion date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination the Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to the City for liquidated damages for all periods of time beyond such date until the Work is substantially completed.

J. Indemnity and Hold Harmless

1. The Contractor shall assume all responsibility for his activity and operation, shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to City, and to City employees that are the result of the performance or character of the operation, unforeseen difficulties, accidents, occurrences or other causes not predicated on active or passive negligence of City. Contractor shall assume the defense of and indemnify and save harmless City and its officers and employees from all claims, loss, damage, cost, injury, and liability of every kind, nature and description directly or indirectly arising from the performance of his operation under this Agreement.
2. Acceptance of the Insurance Certificates required under this Agreement shall not relieve Contractor from liability under this Indemnity and Hold Harmless clause.

K. Contractor Shall Assume Risks

1. Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

L. General Liability of Contractor

1. Except as otherwise herein expressly stipulated, Contractor shall do all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

M. 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 his own cost and expense (unless otherwise specified) the following insurance coverage:

1. Builder's Risk Insurance

- a. Take out, pay for, and maintain until final completion and acceptance of the Project, All Risk Builder's Risk Insurance, including but not limited to coverage for earthquake, flood and collapse to the maximum extent available at a cost considered to be reasonable by the City. Such insurance (except earthquake and flood insurance only in the event that it is not fully or reasonably available) shall be in an amount equal to the replacement cost (without deduction for depreciation) and shall be subject to stipulated value in lieu of average clause, of all structures constituting any part of the Project, including the cost of excavations, of grading and filling, and of the land, and except that such insurance (except earthquake and flood insurance) may be subject to deductible clauses not to exceed \$100,000 for any one loss. Earthquake and flood insurance may be subject to deductible clauses not to exceed 5% of such replacement cost for any one loss. Such insurance will not cover loss or damage to the Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Project.
- b. Said policy shall provide that all proceeds thereunder shall be payable to the City pursuant to a lender's loss payable endorsement substantially in accordance with the form approved by the Board of Fire Underwriters of the Pacific and the California Bankers Association if and to the extent, in the opinion of the City, such endorsement is necessary, and will name the Contractors, subcontractors, and subcontractors of all tiers of the work, as the City may, in its discretion, designate as additional insureds, as their interests may appear.
- c. The City shall collect, adjust and receive all moneys which may become due and payable under said policy, may compromise any and all claims thereunder, and shall apply the proceeds of such insurance to the repair, reconstruction or replacement of the Project as provided in the resolution authorizing the payment of expenses incidental thereto.

2. Worker's Compensation Insurance: Provide full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

3. Comprehensive Auto and General Liability Insurance

- a. Comprehensive Auto and General Liability Insurance.
- b. Products and Completed Operation Liability.
- c. Broad Form Property Damage Liability.
- d. Contractual Liability.
- e. Personal Injury Liability:

The amount of the 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 of Sacramento, 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.

4. Certificate of Insurance: Contractor will have City's standard Certificate of Insurance completed and filed with the Finance Director within 15 days of the execution of this Agreement and prior to engaging in any work required by this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to the City 30 days written notice prior to the effective date of such cancellation or change in coverage.

5. Worker's Compensation Certificate: Contractor shall sign and file with the Finance Director the following certification prior to commencing performance of the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 will comply with such provisions before commencing the performance of the Work of this Contract."

N. Failure to Maintain Insurance

1. If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all contract 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 Director of Finance.
2. Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

O. Responsibility For Damage

1. Approval of the insurance by the City shall not relieve or decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damage resulting from his operations.
2. The Contractor shall assume the defense of and indemnify and save harmless the City of Sacramento, the Architect, and the members, directors, officers, agents and employees of any of them, from any and all loss, liability or damage, including attorney's fees and from all suits, actions, damages, or claims of every name and description to which they may be subjected or put by reason of injury to persons or property arising out of, in connection with, or incident to the execution of the work, or resulting from the active or passive negligence or carelessness on the part of the Contractor, his employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract, together with any infringement or alleged infringement in consequence of the use in or about the said Work of any article or material; and the City shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount so paid for such damage shall be deducted from the money due to Contractor under this Contract, as may be considered necessary by the City, shall be retained by the City until suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished by the City.

P. Acceptance No Release

1. Contractor shall correct immediately any unfaithful or imperfect work which may be discovered before final acceptance of the entire Work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the proper inspector. The inspection of the Work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

2. Failure or neglect on the part of the City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the Work; neither shall it be construed as barring the City at any subsequent time from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the Work in which fraud was practiced or improper materials used whenever found.

Q. No Waiver of Remedies: Neither the inspection by the City or its agents, or 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 the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and the City shall have any and all equitable and legal remedies which it would in any case have.

R. No Payment for Delays: Contractor, or any subcontractor, waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or specifications, it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor, or subcontractor, because of delays in the progress of the work, whether such delays qualify for extension of time or not.

S. Termination After Completion Date

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

T. CONTRACTOR BANKRUPT

If Contractor should commence any proceedings under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefits of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section U., of these Supplemental Conditions, "Termination for Breach of Contract". Contractor's Surety shall have the right to complete the work by commencing within thirty (30) days as specified in Section U., and in the event Contractor's Surety fails to commence work within thirty (30) days as specified in Section U., City shall have the right to complete, or cause completion of the work, all as specified in Section U.

U. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the City Engineer should be of the opinion that the conditions of the Contract 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, or if contractor should persistently refuse or fail to supply enough property skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction on orders of the Engineer, then, notwithstanding any provisions the the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) 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 by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, 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 no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, 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 shall thereupon pay such sum to Contractor and his Surety.

No act by City before the work is finally accepted including, but not limited to, exercise of other rights under the contract, 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 or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

EXCERPTS FROM THE CALIFORNIA LABOR CODE
RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points.)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates but in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in

each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

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 his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 4320 Stockton Boulevard, Sacramento, 95821, Telephone No. (916) 452-5832.

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 and 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 \$10,000 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 contract 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 contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. 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 nonworking 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 complied 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 any 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 onsite 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 nonsegregated 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 subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations 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 workforce 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 single goal for minorities and a separate single goal for women 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 Contract 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 contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 4320 Stockton Boulevard, Sacramento, California 95829.
- (3) If the Contractor is already required to submit CC 257, there is no 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 noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

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

**MONTHLY EMPLOYMENT
UTILIZATION REPORT**

1. COVERED AREA (SMSA OR EA)

3. CURRENT GOALS

4. REPORT PERIOD

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 M F	10. TOTAL NUMBER OF MINORITY EMPLOYEES M F			
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS			7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	
		M	F	M	F	M	F	M					F
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
TOTAL JOURNEY WORKERS													
TOTAL APPRENTICES													
TOTAL TRAINEES													
GRAND TOTAL													

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (include area code)

13. DATE SIGNED

PAGE

OF

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 each 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 contract 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 area 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 directed 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 classification.
 - 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.

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	6.9

APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, and Placer Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All	17.5 to 20.0

SPECIAL PROVISIONS

PROJECT SITE WALK THROUGH

On May 12, 1987, at 10 a.m., a project walk through will be conducted at the site. All contractors are requested to attend this session. Steep interior stairs for the first 100 foot rise and a vertical ladder for the remainder of the rise are the means of access to the roof area. Vertical rise is approximately 135 feet.

Roof top visits to the site at other than the above noted time are discouraged.

**REROOFING WATER TANK NO. 2
45TH AND V STREETS**

SUMMARY OF WORK - SECTION 01010

1. GENERAL

1.1 DESCRIPTION

Under a single contract, complete the general construction of the roof replacement of Water Tank #2, 45th and V Streets, Sacramento, California, in conformity with construction documents prepared therefore by the Facility Management Office, City of Sacramento, California, including all materials, labor, tools, equipment, transportation and services necessary, complete, and ready to use. New roofing shall be applied over existing.

1.2 LOCATION OF EQUIPMENT

Drawings showing location of equipment, piping, details, etc., are diagrammatic, and are only informative. Contractor shall verify all equipment and dimensions.

1.3 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon written request of Contractor and upon written approval by Project Manager, Contractor may be relieved of duty of maintaining and protecting certain portions of work, which have been completed in all respects in accordance with requirements of contract and to satisfaction of Project Manager, and thereafter, except with his consent, Contractor will not be required to do further work thereon. In addition, such action by Project Manager will not relieve Contractor of responsibility for injury or damage to said completed portions of work resulting from Contractor's own operations or from his negligence. Nothing herein providing for relief from maintenance and full responsibility for making good defective work or materials found at any time before either formal acceptance of entire Contract by City Council, or during applicable guarantee period.

2. EXECUTION

2.1 MAINTENANCE OF EXISTING BUILDING

- a. It is imperative that at no time is the function of the building to be impaired or disrupted, unless as previously authorized.
- b. At no time shall the electrical or communication system be disrupted.
 1. If by accident, such systems might be disrupted, immediately notify the person in charge of the structure, and then the Project Manager.
 2. If disruption of service is necessary, notify the Project Manager.

- c. At no time shall Contractor's equipment, materials, workman or their equipment interfere with the operation of the structure or area.
- d. Full cooperation between Contractor and personnel at the structure is expected as required and needed.
 - 1. Protection of existing building and equipment is essential at all times, as well as adjacent area.
 - 2. Maintenance of a clean work area at all times is essential.

2.2 SECURITY

- a. At all times the security of the premises shall be maintained, and in particular, during the absence of personnel of the structure.

2.3 STOCKPILING OF MATERIAL AND EQUIPMENT

- a. Make necessary arrangements for storage of materials and equipment in areas approved by Project Manager.
- b. Provide for security of stockpiled materials and equipment as required.

END OF SECTION

SUBMITTALS - SECTION 01300

1. GENERAL

1.1 DESCRIPTION

Work Included:

- a. To ensure that specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by Project Manager.
- b. Make all following submittals to Project Manager for approval, in strict accord with provisions of this Section:
 1. Progress Schedule.
 2. Schedule of Values.
 3. Certifications.
 4. Product data/Material Lists.
 5. Sample.
 6. Substitutions.

Related Work Specified Elsewhere:

- a. Test reports: Pertinent Specification Sections.
- b. Individual submittals required: Pertinent Specification Sections.

2. PRODUCTS

2.1 PROGRESS SCHEDULE

- a. Prepare and submit estimated progress schedule for work within 5 calendar days after issuance of Notice to Proceed. Submit up-dated schedules:
 1. At mid-point of construction.
 2. When the time extensions of more than two weeks are necessary.
- b. Relate progress schedule to entire project. Indicate the following:
 1. Dates for starting and completion of various sub-contracts.
 2. Dates for submission of required submittals.

2.2 SCHEDULE OF VALUES

- a. Before first Application for Payment, submit for Project Manager's approval schedule of values of various portions of work, aggregating total Contract Sum, divided so as to facilitate payments to Subcontractors, prepared in such form as Project Manager and Contractor may agree upon, and supported by such data to substantiate its correctness as Project manager may require. Include proper share of overhead and profit with each item in Schedule of values. This Schedule, when approved by Project Manager, shall be used as basis for Contractor's applications for payment.
- b. Sample Schedule of Values is included with Contract Forms. Breakdown may be adjusted to Contractor's breakdown of portions of work, as approved by Project Manager.

2.3 CERTIFICATIONS

Where specifically indicated by pertinent Specification Sections, submit proper certification of recognized producer or association in lieu of testing. Certification shall attest to product's compliance with requirements of Contract Documents.

2.4 SHOP DRAWINGS

- a. Submit all shop drawings as reproducible transparencies—one transparency of each original drawing and two ozalid prints of each transparency. Mark all drawings with name of project and name of contractor, and number consecutively. Make drawings legible and complete in every respect.
- b. If shop drawings show variations from Contract requirements because of standard shop practice or other reason, make specific mention of such variations in letter of transmittal, as well as on drawings, in order that (if acceptable) suitable action may be taken for proper adjustment of Contract. Unless specific changes have been noted and approved, no deviations from Contract Documents will be accepted.
- c. Transparencies will be retained by Project Manager for his file. If approved, prints will be made by Project Manager and distributed as follows: One to Inspector, Four to general Contractor. If not approved, two prints will be made by Project Manager and forwarded to General Contractor. Make corrections to original drawings and send new set of transparencies and two sets of ozalid prints to Project Manager for checking. Secure final approval prior to commencing work involved.

2.5 PRODUCT DATA/MATERIAL LIST

Manufacturer's Standard Schematic Drawings:

- a. Modify drawings to delete information which is not applicable to Project.
- b. Supplement Standard information to provide additional information applicable to project.

Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:

- a. Clearly mark each copy to identify pertinent materials, products or models.
- b. Show dimensions and clearance required.
- c. Show performance characteristics and capacities.
- d. Show wiring diagrams and controls.

2.6 SAMPLES

Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.

Office samples should be of sufficient size and quantity to clearly illustrate:

- a. Functional characteristics of product or material, with integrally related parts and attachment devices.
- b. After review, samples may be used in construction or project.

2.7 SUBSTITUTIONS

Project Manager's Approval Required:

- a. Contract is based on materials, equipment and methods described in Contract Documents.
- b. Project Manager will consider proposals for substitution of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by Project Manager to evaluate proposed substitution.
- c. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by Project Manager.

"Or Equal":

- a. Whenever, in Contract Documents, any material or process is indicated or specified patent or proprietary name and/or by name of manufacturer, such name shall be deemed to be used for purpose of facilitating description of material and/or process desired, and shall be deemed to be followed by words "or equal" and Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if material, process or article offered by Contractor is not, in opinion of Project Manager, equal in every respect to that specified, then Contractor must furnish material, process or article specified or one that in opinion of Project Manager is the equal thereof in every respect.

Coordination:

- a. Approval of substitution shall not relieve Contractor from responsibility for compliance with all requirements of Drawings and Project Manual, and Contractor shall be responsible at his own expense for any changes in other parts of his own work or work of others which may be caused by approved substitution.

2.8 MAINTENANCE/OPERATING MANUALS

General: Where manuals are required to be submitted covering items included in this work, prepare all such manuals in durable plastic binders approximately 8 1/2 x 11 inches in size with following minimum data:

- a. Identification on, or readable through, front cover stating general nature of manual.
- b. Neatly typewritten index near front of manual, furnishing immediate information as to location in manual of all emergency data regarding installation.
- c. Complete instructions regarding operation and maintenance of all equipment involved.
- d. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of nearest vendor of parts.
- e. Copy of all guarantees and warranties issued.
- f. Copy of approved shop drawings with all data concerning changes made during construction.

Extraneous Data:

- a. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items include in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.

2.9 GUARANTEES

Standard Guarantee: Guarantee all work executed under this contract or any extra orders to be absolutely free of all defects or workmanship and materials for a period of two years after completion and acceptance by city of Sacramento. Repair and make good all such defects and repair any damage to other work caused thereby which may occur during same period.

Additional Guarantees: Provide additional guarantees (in excess of two years) where specifically required by pertinent Specifications Sections.

3. EXECUTION

3.1 SUBMISSION REQUIREMENTS

Schedule submissions at least one week before dates reviewed submittals will be needed.

All submittals shall be accompanied by (a) letter of transmittal addressed to Project Manager. Each submittal transmittal shall:

- a. Be consecutively numbered.
- b. Indicate original submittal number if resubmitted.
- c. Indicate specification section number. (Separate submittals are required for each specification section involved).
- d. Include proper number of copies.
- e. Contain index of items submitted, properly identified w/drawing numbers., etc.
- f. Identify substitution requests and reason for request.

Project Manager will check submittals for conformance with design concepts of project and approval by Project Manager covers only such conformance. An effort will be made by Project Manager to discover any errors, but responsibility for accuracy and correctness of all submittals shall be General Contractor's.

Approval of submittals will be general and shall not relieve contractor from responsibility for proper fitting and construction of work, nor from furnishing materials and work required by contract which may not be indicated on submittals when approved.

No portion of the work requiring submittals shall be commenced until submittal has been approved by Project Manager. All such portions of work shall be in accordance with approved submittals.

Number of Copies required - Contractor shall submit quantity required for his distribution plus the following number of copies required by City:

- a. Progress Schedule: 3 copies.
- b. Schedule of Values: 2 copies.
- c. Certification: 2 copies.
- d. Shop Drawings: Reproducible transparencies - one transparency of each original drawing, and 2 ozalid prints of each transparency.
- e. Product Data/Material Lists: 4 copies.
- f. Samples: As specifically indicated in pertinent specification section.
- g. Samples for Color/Pattern Selection: One set of manufacturer's complete range for initial selection; and additional samples as requested of selected color/pattern for inclusion in final color schedule.
- h. Substitutions: 3 copies of all required related data and information.
- i. Manuals: 2 copies.
- j. As-Built Drawings: Reproducible transparencies.

Submittals shall include (where applicable):

- a. Date and revision dates.
- b. Project title and number.
- c. The names of contractor, subcontractor and supplier or manufacturer.
- d. Identification of product or material.
- e. Relation to adjacent structure or material.
- f. Field dimensions, clearly identified as such.
- g. Specification section number.
- h. A blank space for Architect's and City's stamp.
- i. Contractor's stamp on each, initialed or signed; certifying: review of submittal, verification of field measurements and compliance with contract documents.

QUALITY CONTROL - SECTION 01400

1. GENERAL

1.1 DESCRIPTION

Inspection:

- a. All work and materials shall be subject to the inspection and approval or rejection by the Project Manager.
- b. The Chief of Facility Development may assign such inspectors as he may deem necessary to inspect the materials to be furnished and the work to be done under this Contract.
- c. Properly authorized inspectors shall be considered to be the representatives of the City limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under the instructions of the Chief of Facility Development, and to report any and all deviation from the Contract Documents which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to this supervision stopped, if in his opinion such action becomes necessary, until the Project Manager is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.
- d. The Project Manager may at any time, if he so desires, cause an inspection to be made.
- e. The Contractor shall fully cooperate in and shall furnish all reasonable facilities for the inspection of all parts of the work during the progress thereof.
- f. Whenever the Contractor arranges to work at night, or at any time when work is not usually in progress, or to vary the period during which work is carried on each day, he shall give the City due notice so that inspection may be provided. Such work shall be done without extra compensation to the Contractor.

Testing Services:

From time to time during progress of the work, the City may require that testing be performed to determine that materials provide for the work meet the specified requirements.

Testing shall be done to such standards as may be described in various sections of these specifications; where no testing requirements are described but the City decides that testing is required, the City may require testing to be performed under current pertinent standards for testing.

2. PRODUCTS

2.1 PAYMENT FOR TESTING SERVICES

Initial Services:

- a. The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the Contract sum. The Contractor shall furnish samples of materials for testing as may be required by the Project Manager. Such samples shall be furnished without cost to the City.

Retesting:

- a. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof will be deducted by the City from the Contract sum.

Code Compliance Testing:

- a. Inspections and tests required by codes or ordinances, or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

Contractor's Convenience testing:

- a. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

3. EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- a. Representatives of the testing laboratory shall have access to the work at all times; provide facilities for such access in order that the laboratory may properly perform its functions.
- b. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.

3.2 TAKING SPECIMENS

- a. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

TEMPORARY FACILITIES AND CONTROLS - SECTION 01500

1. GENERAL

1.1 DESCRIPTION

Work Included: Temporary facilities and controls required for this work include, but are not necessarily limited to:

- a. Temporary utilities such as gas, water, electricity and telephone.
- b. Field Office(s).
- c. Sanitary facilities.
- d. Enclosures such as tarpaulins, barricades and canopies.
- e. Parking of vehicles.

1.2 PRODUCT HANDLING

Protection:

- a. Use all means necessary to maintain temporary facilities and controls in proper and safe conditions throughout progress of work.

Replacements:

- a. In event of loss or damage, immediately make all repairs and replacements necessary to approval of Project Manager at no additional cost to City.

2. PRODUCTS HANDLING

2.1 TEMPORARY UTILITIES

General: Water and natural gas required during construction and extend temporary service lines to construction areas for use of all subcontractors, shall be from existing on the site. Electricity and telephone service shall be provided for by the general contractor.

Temporary Water:

- a. Ample supply of potable water for all purposes of construction shall be provided by owner. Pipe water from source of supply to all points where water will be required.
- b. provide sufficient hose to carry water to every required part of construction and allow use of water facilities to subcontractors engaged on work.

Temporary Electricity:

- a. Electric Service: All electric facilities shall be constructed and maintained in accordance with the Division of Industrial Safety "Electrical Safety Orders: (ESO), the Public Utilities Commission "Rules for Overhead Line Construction" (G.O. 95), and CAL-OSHA. Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new.
- b. The contractor shall provide, at no additional cost to the owner, all power used for construction. The contractor shall make all arrangements with the utility company for installation of a temporary power service and panel. Lights and power for temporary construction office and storage buildings shall be served from the contractor's power service.

Telephone:

- a. Telephone at the existing facilities may be used for local calls only at no cost to the Contractor, providing the practice is not abused. If in the opinion of the Project Manager that privilege is abused, the contractor shall desist and install and maintain his telephone.
- b. As directed, provide and pay for telephone installation. service shall be maintained for duration of operations under this contract

2.2 FIELD OFFICE (Optional)

Contractor shall provide a temporary field office building for use by himself, his subcontractors, Project Manager, Architect and Inspectors, located as directed by Project Manager. Building shall afford protection against weather, shall have a door, at least one window or shutter, plan rack, and shelf for perusal of drawings. Openings shall have suitable locks. Field office shall be maintained full time during operations of work contract. During cold weather months, field office shall be suitably insulated and equipped with heating device to maintain 60 degrees Fahrenheit temperature during working day. Upon completion of work of Contract, Contractor shall remove building from premises

2.3 SANITARY FACILITIES

Provide proper, adequate, sanitary toilet facilities for use of all workers employed on project, in accordance with State and Local health departments.

2.4 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

- a. Provide, maintain and remove upon completion of work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures of devices necessary for safety of workers and public and City property as required to complete all work of Contract.
- b. Temporary Fencing: Provide chain link fencing enclosures as required to protect equipment and materials.
- c. Protection: Protect all workers and equipment from power lines and maintain safe distances and protective devices as required by Industrial Safety Commission and CAL-OSHA.

- d. Temporary Construction and Equipment: All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of City, State and other authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.
- e. Damage or Theft: Protect work and materials to be used on project from damage or loss due to elements, theft, vandalism, malicious mischief, or other causes. Contractor shall be held responsible for such damages or loss which he shall remedy at his expense.

2.5 PARKING OF VEHICLES

Contractor shall assume all responsibility for vehicle parking of his and his subcontractors vehicles to assure that they will not be parking in City prohibited areas. Job site parking shall mean areas within bounds of property or other authorized area to be used for parking for this project.

3. EXECUTION

3.1 MAINTENANCE AND REMOVAL

Maintain all temporary facilities and controls as long as needed for safe and proper completion of work; remove all such temporary facilities and controls as rapidly as progress of work will permit or as directed by Project Manager.

END OF SECTION

THERMAL & MOISTURE PROTECTION - SECTION 07510

1. GENERAL

- a. Scope: The work shall consist of furnishing all labor and materials in performing all operations for complete re-roofing of areas indicated on subject building, using one of the following type roof systems:

- 1. Single ply roof using, Sarnafil, Brass, Trocal SMA and S60 (white) or approved equal.

1.1 RELATED WORK SPECIFIED ELSEWHERE

- a. Demolition
- b. Flashing
- c. Insulation

1.2 SITE VISIT

Contractor, before bidding, shall visit and inspect all necessary data, equipment, and information to be obtained from the actual existing job conditions.

1.3 SUBMITTALS

- a. Submit list of all products for use to the Project Manager for approval in accord with Section 01300.

1.4 PRODUCT HANDLING

- a. Deliver materials to building site in original unbroken packages bearing manufacturer's label.
- b. Protect roofing materials stocked on job site from weather. Provide dry storage facilities at job site for insulation and roofing rolls. Stand rolls on end and off deck surface.

1.5 ENVIRONMENTAL CONDITIONS

- a. Do not apply roofing when any of the following conditions exist:
 - 1. Wet or freezing weather.
 - 2. Wet or damp roofing.
 - 3. Surface temperature of deck is less than 50 degrees F.
 - 4. Application temperature of bitumen cannot be maintained.
 - 5. Conditions exist that would jeopardize installation.

1.6 PROTECTION

- a. Protect adjoining materials from stains.

1.7 GUARANTEE

- a. Refer to General Conditions. Provide 2 year guarantee for watertightness, from date of filing of Notice of Completion. Guarantee shall cover damage from leaks due to defective materials or workmanship.

2. PRODUCTS

2.1 PRODUCT STANDARD

- a. All roofing shall qualify as UL Class "A" Fire Retardant.
- b. Reference to manufacturers names and products are to facilitate establishing level of quality, function and method of application.

ROOFING TYPE "C"

1. GENERAL

- a. Scope:
Furnish and install a Trocal Mechanically Fastened Roofing System including all incidental and accessory items, and the following principal items:
 - Trocal Non-reinforced or Reinforced Roofing Membrane for Mechanically Fastened Installation.
 - Trocal Flashing
 - Insulation
 - Slip Sheet
 - Manufacturer's Warranty
- b. All work shall be in strict accordance with standard detail drawings and specifications issued or accepted by Dynamit Nobel of America, Inc. (DNA).

1.1 RELATED WORK SPECIFIED ELSEWHERE

- a. Demolition
 - Flashing
 - Insulation

1.2 SITE VISIT

Contractor, before bidding, shall visit and inspect all necessary data, equipment, and information to be obtained from the actual existing job conditions.

1.3 SUBMITTALS

- a. Submit list of all products proposed for use to the Project Manager for approval in accordance with Section 01300.

1.4 PRODUCT HANDLING

- a. Deliver materials to building site in original unbroken packages bearing manufacturer's label.
- b. Protect roofing materials stocked on job site from weather. Provide dry storage facilities at job site for insulation and roofing rolls. Stand rolls on end and off deck surface.
- c. Distribute materials placed on structure to avoid overloading.

1.5 ENVIRONMENTAL CONDITIONS

- a. Do not apply roofing when any of the following conditions exist:
 1. Wet or freezing weather
 2. Wet or damp roofing
 3. Surface temperature of deck is less than 50 degrees F.
 4. Application temperature of Bitumen cannot be maintained
 5. Conditions exist that would jeopardize installation

1.6 PROTECTION

- a. Protect adjoining materials from stains.

1.7 GUARANTEE

- a. Refer to General Conditions. Provide 2 year guarantee for watertightness, from date of filing of Notice of Completion. Guarantee shall cover damage from leaks due to defective materials or workmanship.

2. PRODUCTS

2.1 PRODUCT STANDARDS

- a. All roofing shall qualify as UL Class "A" Fire Retardant.
- b. Reference to manufacturer's names and products are to facilitate establishing level of quality, function and method of application.

2.2 MATERIALS

- a. GENERAL
 1. Trocal Mechanically Fastened Roofing System components are to be products of Dynamit Nobel of America, Inc. (DNA).
 2. Components to be used that are other than those manufactured by DNA may be accepted based on chemical compatibility and published performance data. The specifications of the respective manufacturers must be closely followed.

b. ROOFING MEMBRANE

1. Trocal Type S-60 Mechanically Fastened Roofing Membrane 60 mils (.060") thick, embossed with the Trocal brand emblem.
2. Membrane shall equal or exceed the minimum physical properties published by DNA.
3. Other Trocal Type S Mechanically Fastened Roofing Membranes, such as type SG-60 (reinforced) and Type S-48 (.048 " non-reinforced), are also available. Contact DNA for additional information and attach the appropriate Physical Property data sheet in place of attachment "C".

c. RELATED MATERIAL

1. SOLVENT - Solvent welding solution shall be supplied by DNA. Solvent shall be pure and clean.
2. SEALANT - Sealant shall be Type S sealing compound as supplied by DNA. The consistency should be equal to that of "honey" at room temperature.
3. ADHESIVE - Adhesive shall be Bostik Type 1475A as supplied by DNA.
4. SLIP SHEET - Slip sheet shall be reinforced kraft paper as supplied by DNA, or other brands accepted in writing by DNA.
5. FLASHING - Flashing material shall be one of the following types:
 - a) Trocal metal, factory laminated with Trocal S membrane material on one side, as supplied by DNA
 - b) Trocal flexible membrane flashing consisting of Trocal reinforced membrane.
6. FASTENERS - Fasteners shall be corrosion resistant fasteners supplied or accepted in writing by DNA.
7. NAILERS - Where specified, nailers shall be #2 or better lumber. Nailers shall be pressure treated for fire and rot resistance. Creosote and asphaltic preservatives are not acceptable.

d. CONTINGENT MATERIALS

Contingent materials, such as flashing and sealants, shall consist of materials compatible with Trocal. The following sealants are considered compatible:

- a) Polysulfide - one part
 - b) Polysulfide - two part
 - c) Urethane - one part
 - d) Silicone
1. Oil-based or coal tar pitch-extended materials are not acceptable.
 2. Oil-based paints and oil-based primers are not acceptable.

3. EXECUTION

3.1 SURFACE CONDITIONS

- a. Examine surface to receive roofing. Commencement of work hereunder will be considered as acceptance of surface conditions and will signify applicator's responsibility for finished work.
- b. Roof deck shall be clean, dry, free of rough spots, ridges or projections.

3.2 GENERAL APPLICATION

a. FLASHING

1. Trocal metal flashings shall be installed in accordance with standard Trocal details. Other proposed details and securement methods must be accepted in writing by DNA.
2. Trocal metal transitions are required at all peaks, valleys and slope intersections where the net change in slope exceeds 1" in 12".
3. Install Trocal metal flashings around the entire roof perimeter and at all projections and penetrations.
4. Base flashing shall extend a minimum of 6" up vertical surfaces.
5. All flashings and terminations shall be securely fastened in the plane of the roof deck with fasteners recommended by DNA. Any substitution of recommended fasteners must be accepted in writing by DNA.
6. Fasteners and roofing nails used to secure flashings to wood nailers shall be galvanized metal or corrosion resistant material, with a head diameter of not less than 3/8", and with fastener penetration into the wood nailer of at least 3/4".
7. Trocal flexible membrane flashings shall be installed in accordance with standard Trocal details. Other details and securement methods must be accepted in writing by DNA.

b. SLIP SHEET INSTALLATION

Slipsheet installation shall be in accordance with the appropriate following method.

1. Reinforced kraft paper shall be loosely laid. Lap joints shall be 6 inches minimum.
2. Microfoam cushion layer shall be loosely laid. Lap joints shall be 2 inches minimum.
3. The installation of the slip sheet is to be immediately followed by the installation of the roof membrane and fasteners to prevent displacement of the slip sheet.

c. MEMBRANE INSTALLATION

1. Seams shall be made by overlapping the membrane a minimum of two inches. This applies to a seam in the field area of the roof and to a seam at the flashings.
2. Seams are to be made with two independent seals formed by solvent or heat welding, and the subsequent sealing of the overlap edge with Trocal sealant.
3. Welded seams are to be checked for continuity and integrity and sealed with Trocal sealant the same day.

d. FASTENER INSTALLATION

1. The Trocal membrane shall be secured using one of several methods accepted by DNAS.
2. Fastener layout patterns may vary depending on the type of membrane and the installation method utilized. Refer to fastener layout charts issued by DNA for the applicable pattern.
3. Fasteners and corresponding discs shall be installed so that they are tightly secured.
4. Discs are to be installed so that they seat flat on the substrate.

3.3 TEMPORARY CLOSER FELT

- A. Provide water cutoff's at end of each day's work on all decks.

3.4 CLEANING

- a. Completely clean stained surfaces without damage. Remove loose materials from leader heads and scrappers. remove all scrap materials, wrappings or debris from roof and premises.

4. WARRANTY

- 4.1 GUARANTEE - The roofing contractor shall furnish to the City, the manufacturer's 10 year 100% full value guarantee. covering both labor and materials, with an additional 5 year materials warranty.

5. QUALITY ASSURANCE & ROOF INTEGRITY

5.1 Roofing and Flashing design

- a. Roofing contractor and manufacturer shall jointly be responsible for all flashing design and its implementation as approved by Project Manager.
- b. Details as shown in the contract documents are of existing conditions and problem areas as close as can be determined at this time, and are of an informative nature only. Contractor shall be responsible for determining actual site conditions.
- c. All flashing material shall be new.
- d. Parapet cap will not be allowed exposed to the outside elevations of the building.

FLASHING - SSECTION 07600

1. GENERAL

1.1 Scope:

- a. The work shall consist of furnishing all labor and materials in performing all operations for a complete flashing system compatible with the roofing system used.

1.2 RELATED WORK

- a. Demolition
Roofing
Insulation

1.3 SITE VISIT

Contractor, before bidding, shall visit and inspect all necessary data, equipment, and information to be obtained from the actual existing job conditions.

1.4 SUBMITTALS

- a. Submit list of all products proposed for use to the Project Manager for approval in accord with Section 01300.

1.5 PRODUCT HANDLING

- a. Deliver materials to building site in original unbroken packages bearing manufacturer's label.

1.6 GUARANTEE

- a. Refer to General Conditions. Provide 2 year guarantee for watertightness, from date of filing of Notice of Completion. Guarantee shall cover damage from leaks due to defective materials or workmanship.

2. PRODUCTS

2.1 PRODUCT STANDARDS

- a. All roofing shall qualify as UL Class "A" Fire Retardant.
- b. Reference to manufacturer's names and products are to facilitate establishing level of quality, function and method of application.

2.2 MATERIALS

- a. Reglet: Fry Reglet, type SM, with fasteners into concrete and to metal as recommended by Reglet manufacturer and roofing system guarantor.

- b. Base Flashing: Compatible with roofing material and as approved by roofing system guarantor.
- c. Cants: As required by flashing system used.
- d. Counter Flashing: as required and compatible with roofing material and as approved by roofing system guarantor.
- e. Roof Drains: Minimum 4 pound lead, minimum 8 inch skirt, replace all clamp/ring bolts with new stainless steel.
- f. Caulking and Contingent Materials: Caulking materials, where required, shall consist of materials compatible with the roofing membrane and as approved by roofing system guarantor.

END OF SECTION